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ABSTRACT

The collective bargaining agreement between Saginaw Valley State College (SVSC) and the SVSC Faculty Association Chapter (97 members) of the National Education Association covering the period July 1, 1984-June 30, 1987 is presented. Items covered in the agreement include: unit recognition, personal rights protection, release time for faculty association president, consultation between the CVSC board and the association, teacher load and requirements, credit hour teaching load, overload and underload credit hour teaching, spring-summer credit hour assignments, short-term courses, new program and course development, professional improvement, part-time teaching, outside employment, academic freedom, research professors and research leaves, off-campus teaching, college services available to faculty, college committees, personnel files, promotion and tenure criteria, faculty evaluation, faculty reassignment, faculty discipline, termination of tenured and nontenured faculty, department organization and duties, grievance procedure, management rights, fringe benefits, and salaries. (SW)

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Saginaw Valley State College is non discriminatory in its policies and practices

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ARTICLE A RECOGNITION

A 1. BOARD RECOGNITION.

Pursuant to P.A. 379 the Board hereby recognizes the Association as the sole and exclusive negotiating representative for all Saginaw Valley State College faculty members specifically described herein, all of whom are collectively designated as the "faculty", defined as:

(a) All full-time, full-salaried (8, 10 or 12 months) Saginaw Valley State College faculty who hold faculty rank

(b) All full-time, full-salaried (8, 10 or 12 months) faculty serving as department chairpersons;

(c) All part-time faculty who hold faculty rank carrying at least two-thirds teaching load;

but, excluding graduate assistants, coordinators, part-time lecturers, visiting faculty, or adjunct professors unless otherwise qualified under (a), (b), or (c) above, directors, managers, supervisors, confidential employees (as the term is used in labor relations), administrators, deans, assistant deans, vice presidents, vice provosts, the provost, the president, students, professional librarians, student counselors, and persons doing research exclusively, with respect to salary, hours, terms and conditions of employment.

A 2. SOLE AGENT.

The Board agrees not to negotiate concerning wages, hours or terms or conditions of employment with any faculty member individually or with any faculty organization other than the Association for the duration of this agreement. The salaries, hours, terms, and conditions of employment set forth in this agreement will not be changed without negotiation with the Association.

A 3. SUPERSEDES.

This Agreement constitutes the negotiated agreement of the Board and the Association and supersedes any previous rules, regulations, or policies which may have been in effect relative to the subjects specifically covered in this agreement.

A 4. CHANGES IN CURRENT POLICIES.

The Board agrees to effect any changes in current Board policies or bylaws which are in conflict with the specific terms of this agreement and in the event of any inconsistencies or conflict of Board policies or by-laws the provisions of this agreement shall apply.

A 5. CONTRARY TO LAW.

If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.

A 6. EFFECT BY PASSAGE OF LAW.

Any provision of this contract which is contrary to law, but becomes legal during the life of this contract, shall take immediate effect upon the enactment of such legislation.

A 7. AMENDMENT.

Should a mutually acceptable amendment to this agreement be negotiated by the parties it shall be reduced to writing, and submitted to appropriate ratification procedures of the Board and the Association. At such time as it has been ratified by both the Board and the Association, it shall become a part to the agreement.

A 8. PERSONAL RIGHTS PROTECTION.

Nothing contained herein shall be construed to deny or restrict to any Saginaw Valley State College faculty member rights he or she may have under laws of the State of Michigan or other applicable regulations, unless such rights are specifically waived herein. The rights granted to faculty hereunder shall be deemed to be in addition to those provided elsewhere.

A 9. EFFECT ON INDIVIDUAL CONTRACTS.

Any individual contract between the institution and an individual faculty member heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

A 10. DISTRIBUTIONS OF COMMUNICATIONS.

Copies of all communications related to salary, hours, and terms and conditions of employment of the bargaining unit distributed generally to members of the faculty by the Institution, or a school or college within the Institution, shall be supplied to the Association at the same time. Copies of memoranda of appointment for all new faculty members shall be supplied to the Association at the time of receipt by the College of the signed appointment from the new faculty member. In addition, the College shall send to the Association at the beginning of each term, a list stating the name of each faculty member then in the unit and shall, monthly notify the Association, in writing, of any changes in such list.

A 11. RECLASSIFICATION OF FULL-TIME STAFF.

The reclassification of any faculty position which results in removals from or addition to the bargaining unit shall occur only after a negotiated agreement on the terms of such reclassification has been appropriately ratified as an amendment to this contract.

A 12. FINANCIAL RESPONSIBILITY.

A 12.1 ASSOCIATION MEMBERSHIP.

All faculty members within the bargaining unit (as defined in Article A-1) shall be required, as a condition of continued employment, to become members of the Association or to tender to the Association a sum equivalent to the initiation fees and periodic dues uniformly required for the acquisition and retention of Association membership, within thirty days of the effective date of this Agreement. The College and the Association agree to waive the above condition of employment if the faculty member who fails to tender dues or service fee pays a penalty fee equal to the dues or service fee.

A 12.2

Said Association membership, or status as an agency fee payer, shall be established by the filing of a signed payroll deduction authorization with the College or by direct payment by the faculty member on or before each September 30th and each January 31st.

A 12.3

Within fifteen days after receiving any list required by Article A 10, the Association shall:

A 12.3.1

Notify the College of the names of faculty who are members of the Association, and certify the periodic dues payable by each member;

A 12.3.2

Notify the College of the names of the faculty who are non members and certify the periodic agency fees payable by each non member;

A 12.3.3

Provide a signed payroll deduction authorization for any faculty member on either list for whom such an authorization is not on file.

A 12.4 ASSOCIATION MEMBERSHIP: PROFESSIONAL DUES DEDUCTION:

Within thirty days after receiving the initial list required by Article A 10 and bi-weekly thereafter during the term of this Agreement or until further notified by the Association (subject to the requirements of any change list required by Article A10), the College will for each faculty member named on such lists who (a) has on each payroll date involved sufficient compensation due him/her from the College and (b) has on a form satisfactory to the College duly authorized it to do so, deduct from such faculty member's compensation and remit to the Association an amount equal to the periodic professional dues or agency fee so listed as payable to the Association for his/her account. The College will have no obligation to deduct or remit the amount payable for the account of any faculty member whose withholding authorization reaches the payroll department in an untimely manner or who does not have sufficient compensation due him/her on any payroll date to pay his/her account with the Association. The Association will indemnify the College against all liability the College may incur by reason of any dues deduction or remittance pursuant to this paragraph.

A 12.5

All sums deducted by the College shall be remitted to the Association's financial officer on a timely bi-weekly basis together with a list showing the amount of professional dues or agency fee deducted from each current faculty member.

A 12.6

The College shall not be liable to the Association by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the faculty member.

A 12.7

The Association shall have thirty days from the receipt of said list required by paragraph 12.5 to encourage faculty members who are named on said list to file the required deduction forms.

A 12.8

The Association shall notify the faculty member that he/she is delinquent in not tendering the professional dues or agency fee, specifying the current amount of the delinquency, and warning the faculty member that unless delinquent professional dues or agency fees are paid and a properly executed deduction form is tendered, he/she shall be reported to the College and a fee shall be levied against the faculty member.

A 12.9

The Association shall give a copy of the letter sent to the full time faculty member and the following written notice to the College at the end of the thirty day period:

> The Association certifies that (name) has failed to tender the periodic professional dues or agency fees required as a condition of continued employment under the Faculty Agreement and demands that, under the terms of this Agreement, the College apply the following charges against the faculty member.

A 12.10

In the event a faculty member fails to tender the dues or service fee required hereunder, the College shall deduct a penalty fee equal to the dues or service fee.

A 12.11

The Association shall protect and save the College harmless from any and all claims, demands, and other forms of liability by reason of action taken in compliance with this Article for so long as the College shall cooperate with the Association in the defense of

any such claims, demands, and potential liabilities. Any legal defense that is required against such claims, demands and liabilities shall be controlled by the Association.

A 13. RELEASE TIME FOR FACULTY ASSOCIATION PRESIDENT.

The President of the Association shall be granted release time at full pay from normal teaching duties equivalent to twelve (12) credit hours of teaching load during each fiscal year. The Association president's other rights under this contract will not be altered by this provision. Adjustments in the teaching schedule of the President of the Faculty Association will be made with his/her approval.

ARTICLE B CONSULTATION

B 1. BOARD CONSULTATION.

The Board or its designee shall advise the Association of any new or modified major fiscal or budgetary programs, construction programs, or revisions of institutional direction or purpose which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters ten (10) calendar days prior to their adoption and/or general publication. In the event of an emergency or special meeting, the Association will be notified of the aforementioned items at the same time that the Board is notified.

B 2. SPECIAL CONFERENCES.

Special conferences for important matters of mutual interest may be arranged between the President of the Association and the Vice President of Academic Affairs or his/her designated representatives. Such conferences will not be used to consider matters under consideration in the grievance procedure or to otherwise circumvent the grievance procedure.

Such meeting shall be between at least two representatives of the College and at least two representatives of the Association. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be considered at the meeting shall be presented at the time the Conference is requested. Matters considered in Special Conferences shall be confined to those included in the agenda.

B 3. PRESIDENTIAL CONSULTATION.

The President or his designee shall meet with representatives of the Association for consultation once each semester for the purpose of discussing legitimate and proper subjects of collective negotiations that may arise during the life of this agreement and to discuss those matters necessary to the implementation of this agreement which are institution-wide in nature. Other College matters may be placed on the agenda and considered at the discretion of the President or the Association.

B 4. AGENDA PRESIDENTIAL CONSULTATION.

A written agenda shall be submitted to the Association no less than five (5) days before the scheduled date of the meeting. Such agenda is to contain all items previously submitted in writing by the Association.

B 5. NON PROHIBITIVE.

Nothing contained herein shall prevent an official Association representative from consulting at the proper level at times other than those set forth above, if matters of an urgent or emergency nature arise within the area of collective negotiations, or administration of the contract.

B 6. ADMINISTRATIVE ATTENDANCE.

Administrative personnel may appear before meetings of the faculty for purposes of presenting their viewpoint, but such personnel may be excluded from the meeting during elections and voting.

ARTICLE C ASSOCIATION RIGHTS

C 1. RIGHTS OF FACULTY IN ASSOCIATION.

The Board hereby agrees that every professional employee of the faculty shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising power under color of law of the State of Michigan, the Board members and President of the College undertake and agree they will not directly or indirectly deprive or coerce any faculty member in the employment of any rights conferred by act or laws of Michigan, or the Constitu-

tion of Michigan, in the United States; that they will not discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement.

C 2. ASSOCIATION BUSINESS.

Duly authorized representatives of the Association shall be permitted to transact official Association business on institution property at all reasonable times, provided that this shall not interfere with or interrupt normal institution operations, faculty member responsibilities, or incur an expense to the College.

C 3. EQUAL APPLICATION.

This agreement shall be applied equally in all cases with respect to wages, hours, terms and conditions of appointment. In no case shall arbitrary, capricious or discriminatory action be taken. It shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or handicap.

C 4. OFFICIAL ASSOCIATION REPRESENTATIVE AT BOARD.

An officially designated Association representative or agent shall appear on the agenda of all Board meetings. The association shall receive notice of such meetings at the same time and in the same manner as given Board members. Copies of the agenda shall be given to the Association at the same time as distributed to Board members.

C 5. INFORMATION.

The Board shall make available to the Association upon reasonable request and within a reasonable time thereafter, such information as is necessary for negotiation and implementation of this agreement; provided, however, that this provision shall not be construed to require the Board to prepare or develop information for the Association or to provide information in any form other than that of copies of already existing records including but not limited to: annual financial reports and audits, registry of professional personnel, agenda and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board, the treasurer's reports, names, addresses, and position on salary schedule of all faculty members in the bargaining

unit, request budgets to the State of Michigan, the governor's recommended budget to the legislature, the Senate Appropriation Committee's recommendation to the Legislature, the approved Legislative budget and such information as will assist the Association in contract negotiations or the processing of any grievance or in support of any member against whom a complaint is filed or pending, including a complaint involving a demand for dismissal.

C 6. FACILITIES.

The Association and its representatives shall have the right to meet in rooms at the institution not otherwise in use. The Association will be assigned a room, with appropriate equipment, in IF-2 for use as the Association President's office. The Association shall also be able to rent available office space at the insititution at the normal rental rates thereof. The Association will be able to use the institution's copy machine by payment of the regular charges for use thereof. The Association shall have the right to post notices of its meetings on the faculty bulletin board or boards. The Association may use the institution's mail service and faculty member mailboxes for distributing notices of meetings and its regular newsletter. The Association will be assigned a mailbox. Neither the Board nor the College administration will consent to the use of College bulletin boards, mailboxes or mail service during the duration of this contract by any organization which is attempting to replace the Association as the collective bargaining representative.

C 7. PRESENCE OF ASSOCIATION REPRESENTATIVE.

A faculty member shall at all times be entitled to have present a representative of the Association when being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance, or when he/she believes that the presence of such representation may be necessary. When a request for such representation is made, no action shall be taken with respect to such faculty member until such representative of the Association is present, except in cases of dire emergency to the College, students, or individuals involved. In non-emergency cases, a representative must be available within forty-eight (48) hours or action may proceed.

ARTICLE D ACADEMIC CONDITIONS

D 1. THE ACADEMIC YEAR.

The academic year shall consist of the period of time from August 25 through August 24 of the following year. The dates established during that period including the commencing and closing dates shall be called the academic calendar.

D 2. THE ACADEMIC WEEK.

The academic week for purposes of this agreement will normally be Monday through Friday. Saturday and Sunday, however, may be scheduled for classes in any fashion provided the consent of the faculty member and the Association is obtained before scheduling. The Association, however, shall not deny consent against the wishes of the faculty member. Each faculty member shall have the right to two consecutive days free of all duties in each seven day period.

D 3. THE ACADEMIC DAY.

The academic day shall be those hours of the day between which classes are normally scheduled even though no classes are actually scheduled at any given hour on any given day. There shall, however, be no classes scheduled to begin before 7:30 a.m. or to end after 11:00 p.m. without the consent of the faculty member involved. The consent of the faculty member and the Association shall be required before scheduling classes that end at 11:00 p.m. The Association, however, may not refuse against the faculty member's wishes. No faculty member scheduled to teach until 11:00 p.m. shall have obligations that begin before 11:00 a.m. the following day without his or her prior written consent. Further no classes shall be scheduled during the interval from 4:00 - 5:30 p.m. on Thursdays in order that faculty meetings etc. may be scheduled without interference with classes.

There shall be at least twelve (12) hours scheduled between the end of the last class of the day for any individual faculty member and the beginning of his or her first class of the next day unless prior written consent of the faculty member involved is obtained. Evening classes which end at 6:30 p.m. or later shall be assigned to a faculty member no more than two (2) evenings per week without his or her prior written consent.

Further no member shall be assigned more than three (3) evening classes in any regular two-semester appointment without his/her prior written consent.

D 4. TEACHER LOAD AND REQUIREMENTS.

D 4.1 CREDIT HOUR TEACHING LOAD AND OVERLOADS.

Each faculty member normally shall have a teaching load of not less than 24 nor more than 38 credit hours over a three semester appointment. Any teaching load in excess of the above 24 credit hour limit, during the basic two (2) semester appointment, shall be compensated for at the rate of $320.00 per credit hour. Payment for any credit hour overload shall be made as soon as possible following the official winter term count. No overload shall be scheduled for any faculty member without his or her consent and advance notification to the Association; no overload in excess of three (3) credit hours will be scheduled without Association and the faculty member's consent.

D 4.1.2 CREDIT HOUR ALLOCATION.

Credit hours shall be allocated for purposes of determining teaching load as follows:

D 4.1.2.1

In Lecture, Seminar, and Recitation/Discussion sections, the faculty member will be credited with one (1) hour of teaching load for each hour spent teaching said sections.

D 4.1.2.2

In Science, Technology, Engineering, Computer and Psychology Laboratory, Art Studio, Performing Music, and Physical Education Activity sections, the faculty member will be credited with two (2) hours of teaching load for each three hours spent teaching said sections. In Clinical and Simulated Clinical sections, the faculty member will be credited with four (4) hours of teaching load for each five (5) hours spent teaching said sections.

D 4.1.2.3

In field work courses such as in Criminal Justice, Social Work, and Public Administration, the supervising faculty member will be credited with one (1) hour of teaching load for each twenty-four (24) student credit hours generated. Each section shall not exceed twelve (12) students.

D 4.1.2.4

In courses with combinations of D 4.1.2.1 and D

4.1.2.2 or D 4.1.2.1 and D 4.1.2.3 the teaching load will be divided proportionately.

D 4.1.2.5

Three graduate credit hours shall be treated as the equivalent of four undergraduate credit hours for purposes of computing teaching load, full-time faculty equivalencies in a department or school, and student credit hour loads.

D 4.1.2.6

Four hours per week of general supervision of students and required weekly consultations with non-students in connection with same in field work shall be treated as the equivalent of one credit hour.

D 4.1.2.7

It is recognized that it is beneficial and desirable for students to have educational experiences which extend beyond the College classroom into various organizations such as business, industries; community, state and federal agencies; hospitals and other health care facilities, school, and so forth. These experiences when designated for academic credit, require preparation, supervision, evaluation, and coordination by an instructor and therefore must be given consideration for compensation, crediting of teaching load, and scheduling. It is recognized further that because educational objectives vary from discipline to discipline and course to course, the amount of instructor preparation, supervision, evaluation and coordination may also vary. Additionally, the number of students, the number of placement sites, and traveling time and distance must be taken into account. While it is recognized that no one policy may cover all circumstances, there shall be a good faith effort to resolve differences regarding scheduling, crediting of load and compensation in all areas not otherwise provided for in this Agreement.

D 4.1.2.8 INDEPENDENT STUDY.

No independent study will be scheduled without the consent of the faculty member, department chairperson, and dean or director involved, and prior notification to the Association. Compensation for directing all kinds of individual study, including tutorials, directed study or research, and credit by examination, will be uniform. Faculty members will receive compensation of thirty dollars per student credit hour of independent study. The said compensation will be paid upon submission of

the final grade and administration processing of same.

D 4.1.2.9

In team-teaching courses which have the written approval of the Vice President for Academic Affairs, teaching load will be multiplied by 1.5 and proportionately shared among the responsible faculty members.

D 4.1.2.10

Supervision of a graduate thesis shall result in compensation for the assigned faculty at the rate of five hundred dollars ($500.00) upon the submission of the thesis to the Thesis Committee.

D 4.2 CREDIT HOUR UNDERLOAD AND CANCELLATION OF CLASSES.

Classes at the 100 level with fewer than 9 students, at the 200 level with fewer than 8, at the 300 level with fewer than 6, and at the 400 and graduate levels with fewer than 5 students may be cancelled. However, exceptions may be made for such courses required for the major on the basis that they have been scheduled in a manner to achieve reasonably an expected enrollment of 10 students, e.g., once per year or once per two years.

If a class is cancelled for any reason, or if the faculty member for any reason is under load, the department shall assign, after prior consultation with the appropriate dean, administrative or other duties to complete a full-load assignment.

D 4.3 DEPARTMENT CHAIRPERSON RELEASE TIME.

Department chairpersons shall be compensated for their duties as follows: (Release time shall be based on an annual credit load of twenty-four hours.) Departments with thirteen or more full-time equivalent faculty: nine credit hours release time, excluding the Nursing Department where release time is provided for course supervision. Departments with six to twelve full-time equivalent faculty: six credit hours release time. Departments with three to five full-time equivalent faculty: three credit hours release time. Calculations for full-time equivalency shall include one-half (1/2) of the in-load release time for committees and Faculty Association with the release time added to the load last.

D 4.4 COMMITTEE MEMBER RELEASE TIME.

Faculty members of the Professional Practices Committee shall receive six (6) credit hours and the members of the Curriculum Committee shall receive four (4) credit hours of release time during the year of service on such committee(s), based on an annual credit load of twenty-four (24) hours.

Effective with the 1985-86 academic year, faculty member, serving on the Committees and on the Graduate Council below shall receive, based on an annual credit load of twenty-four (24) hours, the following credit hours of release time during the year of service on such Committee(s) and Graduate Council.

Committee	Credit Hours of Released Time
Professional Practices	Three (3)
Faculty Research and Development	One (1)
Curriculum	Three (3)
Academic Policies Review	One (1)
Graduate Council	One (1)

D 4.5 STUDENT CREDIT HOUR LOAD COMPENSATION.

If at the time of the official count of the second term taught by the faculty member, the faculty member taught over 600 student credit hours (600 S.C.H.), including overload credit hours generating S.C.H., if any, the faculty member involved shall receive additional compensation of $150.00; if over 720 student credit hours (720 S.C.H.) $250.00. Payment for any S.C.H. overload shall be made as soon as possible following the official count for the appropriate term.

D 4.6 RELEASE TIME: COMPUTATION OF STUDENT CREDIT HOURS.

Where faculty members are receiving release time, for any purpose, student credit hours will be computed for purposes of compensation, if any, as follows:

$$\frac{SCH \times 12}{CH} \qquad T = SCH \text{ as adjusted for release time}$$

D 5. SPRING-SUMMER CREDIT HOUR ASSIGNMENTS.

The same limits shall apply in a pro rata manner

during summer-spring sessions as apply during the normal semester periods.

D 6. SHORT TERM COURSES.

All short term courses, (less than the regular semester in length, but during the semester period) may be considered as part of the faculty member's regular load using the regular formula equated for credit and contact hours.

D 7. NEW PROGRAM AND COURSE DEVELOPMENT.

In the event the institution desires to have a faculty member take the responsibility for developing a new program, and it is contemplated that this responsibility will involve substantial additional work, over and above normal faculty advice and input regarding the institution curriculum, the individual faculty member must first agree in writing to accept such additional work and to the amount of compensation or reduced teaching load, if any, proposed by the institution for such work.

Similarly, if the institution desires to assign a faculty member to develop a totally new course or series of such courses, (with "totally new courses" being defined as a new course which will involve an unusually large degree of self-education and research preparation on the part of the faculty member), the individual faculty member must first agree in writing to accept such additional work and to the amount of compensation or reduced teaching load, if any, proposed by the institution for such work.

In either instance, the Association will first be notified.

D 7.1 TV COURSES.

No TV Course will be offered without the approval of the appropriate department, Academic Dean, Curriculum Committee and Vice-President for Academic Affairs. Compensation shall be based upon the credit hours of the TV offering plus an amount determined as follows:

Up to 119 SCH	-	No Compensation
120 to 179 SCH	-	$330.00
180 to 239 SCH	-	$660.00
240 to 300 SCH	-	$990.00

The maximum enrollment for any TV Course shall be one hundred (100) students.

D 8. PROFESSIONAL IMPROVEMENT.

Each faculty member will be able to attend at least one professional meeting in each year. However, the faculty member involved shall arrange for coverage of his or her classes by a qualified substitute or reschedule classes at a time convenient to students, and at no expense to the College. The College will pay the reasonable expenses of attending one such professional meeting up to $300.00 per year per faculty member. It is understood that the conference attended will be related to the faculty member's area of expertise and will be on the list of professional meetings approved by the College. It is further understood that the Professional Improvement allocation will be paid on a reimbursement basis and will only cover conference registration fees, reasonable travel bills, food and lodging expense. If the allocation to each faculty member is not spent by that faculty member on conference expense, the remainder of the said fund may be used for developmental materials in the faculty member's discipline, such as books, cassettes, and film strips or periodicals, or for dues in a recognized professional society related to the faculty member's discipline, but at any time during the year up to $200.00 is available at the faculty member's discretion.

Departments may reallocate the above appropriation within the department when one department faculty member's expense is less than allocated and another departmental faculty member's expense exceeds allocation. Such reallocation within a department can be made with an underlying written requirement through the respective dean's office that a reciprocal reallocation will be made in the following year or years. In addition to the above allocations, each Department shall receive a pool of $150.00 per faculty member to be allocated to faculty members within the department. The method of allocation shall be decided by the members of the department.

When the above appropriation will not be used entirely within any one department, the department involved may agree with its dean to reallocate a portion of the above appropriation to another department or departments within the same college as the department involved.

While reallocations mentioned in the preceding two paragraphs may be retroactive, all adjustments must be in writing and submitted to the respective dean by May 1st of the year involved.

The respective faculty member's dean may authorize additional payment of expenses for the above purposes. For such additional expenses a Professional Improvement Pool of $3,000.00, $4,500.00, and $6,000.00 shall be established and disbursed respectively for 1984-85, 1985-86 and 1986-87 by the Vice President for Academic Affairs upon the recommendation of the appropriate Dean and department chairperson, provided that no individual faculty member shall normally receive more than $1,500.00 in addition to the individual allotment, the departmental allotment, and any additional sum authorized by the Vice President for Academic Affairs. Thirty days prior to the end of each fiscal year, any sums allocated in the College for Professional Improvement to individual faculty members, to the departmental pools or to the Professional Improvement Pool which may be unexpended or unencumbered may be placed in the general budget to be used as needed and shall be reported to the Faculty Association. Reallocation of the above appropriations and authorization of such additional payment of expenses will be given priority to those on programs and professional conferences and thereafter to those who have foregoing attending conferences in the previous year or years pursuant to prearrangement.

Since both the Administration and the Association have a common interest in maintaining the professional vitality of the faculty, faculty members who have not expended their Professional Improvement funds shall be so notified not later than 90 days prior to the end of the fiscal year. The Association shall be notified at the same time as the members and shall encourage the members to use the funds for their professional development.

D 9. TEXTBOOKS AND OTHER TEACHING MATERIALS.

All textbooks and other teaching materials to be purchased by the student shall be selected by the faculty member except for multiple section courses. In multiple section courses all faculty members who teach the course shall have the responsibility for the selection of the texts to be used. The only limitation on such freedom of selection shall be that the textbooks and materials so selected shall not result in an unreasonable financial burden on the students involved.

D 10. ORIENTATION.

Any materials which the administration will present at faculty orientation meetings shall be supplied to the Association ten (10) days prior to the commencement of

each academic period.

D 11. SPONSORSHIP OF STUDENT ACTIVITIES.

Sponsorship of all student clubs and organizations by a faculty member shall be on a voluntary basis. The Association shall be notified if any payments for such work are to be made by the College.

D 12. ADMINISTRATIVE TEACHING.

Administrative personnel of the institution who wish to develop an opportunity to teach may do so in coordination with the department involved. In no event shall such teaching be for extra compensation when done by academic administrators. In areas where departments have not yet been developed, such teaching will be coordinated with the curriculum committee.

D 13. PART-TIME TEACHING.

The part-time faculty to full-time faculty ratio based on credit hours taught will not exceed a 1:4 ratio on an annual basis. All teaching performed by full-time faculty shall be counted as full-time. In addition, those hours scheduled specifically for the replacement of full-time faculty caused by sabbatical leave, department chair, committee assignments, and faculty Association President shall be counted as full-time teaching hours. However, off campus clinical positions in the medical technology and nursing programs, and positions in the non-credit continuing education programs shall not be counted in determining these ratios.

Whenever the part-time to full-time ratio in a department exceeds 1:3, the department, the dean, and the Vice President for Academic Affairs will meet to address the excessive reliance upon part-time faculty and to design a plan to rectify this excessive reliance.

D 14. REGISTRATION PERIOD FACULTY MEETINGS.

General faculty meetings during any registration period shall be scheduled in consultation with the Association.

D 15. RIGHT TO OUTSIDE EMPLOYMENT.

The faculty member's primary professional responsibility is to perform satisfactorily all of his/her College assignments and duties; therefore the College expects that no faculty member will engage in any outside

employment or consultation for pay which may prevent him/her from fulfilling that obligation. Faculty members will refrain from teaching credit courses for another public or private institution within the College service area, as defined as of 1983, and Genesee and Isabella counties when such teaching involves courses, classes and/or subjects which are in direct competition with similar courses, classes and/or subjects offered by the College. This restriction shall not preclude appointments jointly entered with the College.

D 15.1

Prior to accepting any outside work assignment or consultation, during a term in which the faculty member is scheduled to teach, a faculty member shall advise the department chairperson and dean in writing of the scope and duration of the assignment to be undertaken and the employer or agency to be served. Such notification shall be provided on an annual basis for assignments or work agreements which exceed one year.

D 15.2

No College facilities or services shall be used in connection with any outside employment unless prior approval has been received or reimbursement to the College for such use has been arranged.

D 15.3

If outside work involves more than one day per academic week, prior approval of the respective dean is required. If outside consulting or outside work demonstrably interferes with the regular College duties of the faculty member, said faculty member may be instructed by the Academic Vice President to terminate or substantially modify such work or to accept a reduced appointment or to accept a leave of absence without pay for the specified period of such outside work.

D 16. TEMPORARY FULL-TIME FACULTY.

Full-time faculty members may be hired on a temporary basis only as temporary replacements for regular faculty members on leave from the College, for experimental new programs, or for such special limited purposes as deemed necessary by the Vice President for Academic Affairs after consultation with the Association. So long as these special conditions are part of the written understanding reached prior to employment, it is agreed that when the special conditions which brought about the need for such employment cease, the

said temporary faculty member's employment may be terminated immediately, without resort to any other provision of this agreement. The letter of appointment for any temporary full-time faculty member shall designate the beginning and ending dates of such appointment and shall serve as official notice of termination at the end of the one year. During such period of employment, however, other terms of this agreement, except serving on Search Committees and voting rights on departmental curriculum proposals and the election of Department Chairpersons, shall apply to such faculty member if such faculty member meets the other tests set forth in the recognition clause of this agreement. No person may be hired under this provision for an established program for more than one year, nor may any period having served under such a one year temporary full-time contract be continued for additional employment, nor may a temporary full-time appointment be replaced by a second faculty member on a temporary full-time appointment under this provision without prior approval by the Association unless such person is offered a regular full-time contract. Persons hired to implement a new program may be placed on a two year temporary full-time contract upon initial appointment and additional years of such an appointment may be granted with prior approval of the Association.

D 17. ACADEMIC FREEDOM.

The faculty member shall have the freedom to report the truth in his discipline as he sees it in the classroom, in publication, in reports of research activities, and all other professional and academic forums. The faculty member's rights as a citizen shall not be abridged because of his relationship with the institution.

D 18. FACULTY FACILITIES.

The Board shall make available rooms which shall be reserved for use as faculty lounges (said lounges to be furnished with tables, chairs, lounge furniture, a refrigerator and a coffee machine, carpeting, and draperies suitable to exclude sunlight). It is recognized that members of the administration will also have access to the lounges. The facilities shall be lockable and a key made available to every faculty member and administration member.

D 19. STUDENT EMPLOYEES.

Each Department shall have at least one student

employee. Additional student employees or funded time shall be based on documented needs related to the instructional process.

D 20. COLLEGE YEAR.

The College year shall be divided into three (3) semesters, fall, winter, and spring-summer from August 25 through August 24.

D 20.1 BASIC APPOINTMENTS.

Appointments for two semesters: Faculty members will be assigned to teach two (2) semesters in the three (3) semester year; provided that no faculty member will be assigned to the spring-summer semester as one semester in the basic two (2) semester appointment, without the involved faculty member's consent. The basic two (2) semester contract will be for thirty-two (32) weeks of teaching and associated duties. Payment for the performance of duties under the basic two (2) semester appointment will be spread over twelve (12) months in twenty-six (26) bi-weekly payments; provided that a faculty member must refund any money paid in advance of duties performed under such arrangement if duties under such two (2) semester appointment are not performed, and provided further that upon completion of all teaching duties full payment of the remaining balance due under said contract will be available to the faculty member upon request.

In addition to the above duties, the faculty member should be available on the campus for those functions which are basic to the organization and orderly completion of each semester as follows:

Academic advising and administering final examinations during the final examination period, if such exams are given. If final exams are not given, the faculty member will be available in his/her office during the scheduled examination times and will keep regularly scheduled office hours during the final examination period. In addition, the College will have the right to require each department to have a representative available during the open registration periods to answer student questions about that department's courses. Further, faculty members will submit semester grades and grades which replace incompletes by the deadlines published by the registrar. For semester grades, this deadline will be no earlier than 72 hours after the end of the final examination period, and for grades replacing incompletes, no earlier than 72 hours after the four week period allowed for students to submit remaining course work.

D 20.2 SUPPLEMENTAL APPOINTMENTS.

D 20.2.1

The offering of a supplemental appointment beyond the contract for two semesters will follow the following guidelines and procedures.

D 20.2.1.1

Emphasis on departments rather than individual faculty members;

D 20.2.1.2

Attempt to avoid all-or-none extremes of full or no appointments. The aim is not only to give additional employment to faculty but to increase student credit hour productivity for SVSC. To do this will require cooperative planning and flexibility in the assignment of faculty members in and outside of their usual areas;

D 20.2.1.3

Attempt to balance courses scheduled for both spring and summer halves of a calendar year;

D 20.2.1.4

Course scheduling shall follow the procedure established in Article I, Sections 3 and 4. The Office of the Vice President for Academic Affairs will provide information about previous enrollments and other data, and shall coordinate the overall plan for the Spring/Summer terms. Expansion of enrollments during the Summer term will require imagination and innovation in the design of programs to attract additional students, i.e. seminars in residence, language or cultural institutes, travel programs, field programs, workshops for teachers, theatre presentations, writing seminars, ethnic or area studies, field work and clinical studies, or some other combination. The aim should be present not only a solid core of courses useful for SVSC students and for transfer purposes by students from other colleges but a program which will offer unique opportunities.

D 20.2.1.5 Additional Criteria:

D 20.2.1.5.1

Departmental productivity - average departmental student credit hour production.

D 20.2.1.5.2

Individual student credit hour production - if basic two-semester contract student credit hour production is below 350 student credit hours, no full load supplemental appointments will be awarded, but a 1/2 load Spring or Summer contract may be awarded.

D 20.2.1.5.3

Student enrollment - A course scheduled as a supplemental appointment which ends up after open registration with nine (9) or fewer students may be cancelled, but no such class will be cancelled unless all of the same size and smaller classes are also cancelled. Alternatively, the formula as stated in D.4.2 may be applied. If just one (1) of a faculty member's courses is so cancelled, the faculty member involved will be paid on a pro rata basis or may elect not to teach the remaining class if a qualified substitute is available. Full-time faculty whose classes are cancelled because of low enrollment shall at their option displace part-time faculty teaching classes for which the full-time faculty is qualified.

At the option of the faculty member, he/she may elect to teach a course in which three (3) to nine (9) students have registered. In such cases the rate of pay shall be $45.00 per student credit hour. The College shall not make any retirement contributions on said pay.

D 20.2.1.5.4

In general, the aim should be to offer courses which have a reasonable basis of attracting at least fifteen (15) students or more, especially the courses for both Spring and Summer terms. Maximum total credit hour production consistent with student need in both Spring and Summer terms shall be a goal for both faculty and administration.

D 20.2.1.5.5

One member of the bargaining unit will not receive a full teaching assignment in each of the Spring and Summer terms of the same calendar year, while another member of the bargaining unit who desires to teach in either the Spring or Summer terms has not been provided the opportunity to receive any such additional teaching contract subject to the enrollment provisions of D.20.2.1.5.3.

Faculty who accept assignment to teach during the

Spring/Summer combined session as part of their regular two semester appointment shall not displace faculty eligible for additional appointment for the Spring and/or Summer term, and shall be eligible for additional appointment during the Fall or Winter semester, or any portion thereof, on the same basis as otherwise provided in this article for Spring/Summer appointment.

D 20.2.2

Pay for a full teaching load of six (6) credit hours during either the Spring or Summer semester will be at the rate of one-fifth the faculty member's salary for the regular appointment; payment for a lesser load will be on a pro rata basis on the one-fifth scale. Payment for work performed on additional appointment will be in bi-weekly payment over the term of such work, or in a lump sum at the end of such work, at the option of the faculty member involved.

D 21. OFFICE HOURS AND STUDENT ADVISING.

During semesters in which the member is scheduled to teach, each member of the faculty will post on his or her office door hours when he/she will be available to his/her students for a discussion of assignments, examination, advisement and related matters. Each faculty member will be available for a minimum of five hours each week during hours which are reasonably calculated to provide availability to students, four of which will be definite and posted and one of which can be set by appointment.

Department chairpersons shall receive complaints regarding the availability, as posted, of departmental faculty members.

D 22. ATTENDANCE AT INSTITUTION FUNCTIONS.

Faculty member attendance at institutional functions shall be voluntary unless 1) stated as part of regular job duties elsewhere in this contract or 2) a specific institutional function has been designated as required. The President of the College may designate one (1) such required function per academic year.

D 23. CREDIT HOUR ALLOCATION.

Credit hours will be allocated for purposes of teaching load as follows:

D 23.1

The lecturer will be credited with one credit hour

of teaching load for each hour per week of lecture.

D 23.2

The teacher in a recitation or discussion section will be credited with one credit hour of teaching load for each hour spent teaching the said section.

D 24. GRANT FUNDS, RESEARCH LEAVES, AND RESEARCH PROFESSOR

D 24.1

Grant Obtained by Faculty Members. Individual faculty members who desire to apply for outside grant funds shall develop such applications in coordination and agreement with the College administration, and the College administration shall have the responsibility for specifying on such applications any financial arrangements or protections necessary for the interest of the College. If such grants are later received, the faculty member who developed the application shall direct the spending of the funds within the guidelines established by the application.

D 24.2

Grant Obtained by the Institution. In the event that the college obtains grant money for the purpose of conducting scholarly work or research (exclusive of any funds allocated to any full-time research personnel employed by the College), it will notify the teaching staff of the availability of such funds, the nature of the work, and the compensation available under said grant. The teaching staff with the required expertise will be given first consideration for research opportunities afforded by the grant. In the event that the College submitted the grant with an individual faculty member designated as the individual to be involved with the research, that faculty member will be given a right of first refusal as to the research opportunity.

D 24.3

Research Leaves. In the event that research funds are available from any source to enable faculty research, the faculty member involved may request to be relieved of the equivalent teaching responsibilities and the College will make every effort to comply with this request. Compensation for full time faculty doing research work on a temporary basis will be negotiated on an individual basis, with Association involvement in

such negotiation.

D 24.4

In the event that funds are appropriated by the legislature under the title of "Research", the College shall allocate a portion of such funds for scholarly research by full-time faculty members and shall be in addition to funds required by other provisions herein. Such funds shall be administered by P.F.C. as set forth in F.1 and may be used to defray actual research expenses and/or to grant release time for faculty at the discretion of F.F.C.

D 24.5

Research Professor. In addition to the grants and research leaves provided above and sabbatical leaves, the College may provide release time for research. Released time may be granted for up to 1 year under this provision; research release time grants may be renewed annually by action of the F.R.D.C. The research release time shall be granted by the F.R.D.C. on the basis of the merits of the research proposal or project description contained in an application submitted by faculty member or members. The release time granted hereinunder shall not substitute for or displace any other such time funded through any agency other than the College or granted for such other purposes as are permitted by this Agreement.

D 25. INITIAL APPOINTMENT.

The rank of appointment, and any credit for years in rank and experience credit in the faculty (being ranks of instructor, assistant professor, associate professor, and professor) shall be established and included in the individual's initial contract of employment and handled as set forth in Articles G2 and H2.5.

D 26. VACANCIES.

Notice of any professional position vacancy, administrative or faculty, shall be circulated to the members of the faculty at least ten (10) days prior to its general publication. All applicants for such openings shall be notified of the disposition of their application prior to the publication of the name of a successful applicant.

D 27. TRANSFERS.

With the consent of the College administration, a

faculty member may transfer from one school or department to another without loss of rights, provided he/she meets all of the necessary qualifications for the position to which he/she is transferring. Under no circumstances will any faculty member be transferred to another school, division or department against his/her will. When a change in title or function occurs through such a transfer, the faculty member shall retain all rights and benefits and privileges of his/her previous status. The vacancy created by the transfer of one or more individual faculty members must be filled if the original department would suffer a substantial loss in student credit hour productivity or diminution in the viability of the academic major as a result of such transfer, except in cases of transfer made necessary by layoff for financial exigency.

D 28. PERFORMANCE OF ADMINISTRATIVE WORK.

With the consent of the faculty member, the Institution may appoint a faculty member to hold an administrative position on an acting basis. His/her title in the administrative position will include the word acting. During the time he or she holds the administrative position while at the same time remaining a full-time teaching member of the Saginaw Valley State College faculty, he or she will remain a member of the bargaining unit and he or she will have the right to the grievance procedure and such other rights and benefits as conferred by this master contract. With the consent of the faculty member involved, the Institution may also appoint the faculty member to a permanent position as an administrator, with a resulting loss of full-time teaching duties. This action will remove the individual involved from the faculty, but if the individual later returns to a position within the faculty he or she shall be considered in terms of seniority and tenure and other rights and benefits due him or her under this contract as having continued in the faculty during the time he or she held the administrative position. In the event that the faculty member so promoted does not satisfactorily perform the said administrative duties, the individual involved will be returned to teaching duties at Saginaw Valley State College rather than discharged. In the event that an administrator who has never been a faculty member is to be transferred to faculty status, he/she shall begin such faculty appointment under Article H.2.2.1.1 (Probationary) with consideration for prior experience credit as described in Article D.32.

D 29. OFF CAMPUS TEACHING.

D 29.1

Off campus teaching shall be defined as any teaching taking place beyond a thirty (30) mile radius of the campus proper.

D 29.2

Off campus teaching may be included as part of a faculty member's regular teaching load subject to the prior written approval of the faculty member, the Department and the Faculty Association. However, the Association shall not withhold its approval where the faculty member and the Department have given prior written consent. Scheduling of such courses shall occur in the office of the Vice President for Academic Affairs. Off campus student credit hours shall be included in productivity measures. Classes the day following off campus teaching shall begin no earlier than twelve (12) hours from the end of the off campus class (plus driving time to the faculty member's home) without the faculty member's prior written consent.

Part-time faculty shall not be originally assigned to teach off-campus courses without written approval of the department.

Faculty teaching off campus classes shall be paid one hundred ($100) dollars per credit hour above the regular salary when the credit hours are within regular load. When off campus teaching is overload, the faculty member involved shall be paid one hundred ($100) dollars per credit hour in addition to the overload compensation established in Article D.4.1. Mileage for off campus teaching shall be paid according to college policy and the rates in effect at the time of the class. State cars may be used; however, a faculty member may use his/her personal car and still receive the established college mileage rate. Each term compensation will be added according to one round trip distance the faculty member must travel to the teaching site at $250 plus $3.50 per mile. The round trip distance ordinarily will be measured from the faculty member's home or the campus proper, whichever is the lesser.

The actual cost of necessary meals will be paid according to College policy.

Ordinarily, faculty members will be expected to return to their homes after off campus teaching; but if weather or special conditions make overnight lodging necessary, actual reasonable cost will be reimbursed.

D 29.3

Classes taught within the thirty (30) mile radius, but not on the main campus, may be a part of a faculty member's regular teaching load subject to the prior written approval of the faculty member, the Department and the Faculty Association. However, the Association shall not withhold its approval where the faculty member and the Department have given prior written consent. Scheduling of such courses shall occur in the Office of the Vice President for Academic Affairs. Except as herein provided, such classes shall be regarded as classes taught on the main campus. Faculty teaching such classes shall be compensated for any actual mileage (round trip distance from the faculty member's home to the instruction site) which exceeds the distance from the faculty member's home to the SVSC main campus site according to college policy and the rates in effect at the time of the class. State cars may be used; however, a faculty member may use his/her personal car and receive mileage as provided under the college travel policy. Additionally, faculty members shall be compensated for any actual mileage required by the assignment and approved by the Dean.

D 30. TELECONFERENCING.

Faculty compensation for teleconferencing to off campus teleconferencing centers will depend upon (1) the nature of the faculty member's teaching assignment (regular load or overload) and (2) the combined on campus and teleconferencing center class enrollments (said enrollments to be measured at the end of the add period).

D 30.1

Compensation will be as follows:
For faculty members teaching regular load:

Combined Enrollment	Compensation per Credit Hour
Fewer than 30 students	$200.00
30-45 students	$250.00
46 or more students	$300.00

For faculty members teaching overload:

Combined Enrollment	Compensation per Credit Hour
Fewer than 30 students	$100.00*
30-45 students	$125.00*
46 or more students	$150.00*

*This compensation is in addition to the contractual overload payments established in Article D.4.2.

D 30.2

The travel "energy increment" applicable to both faculty members teaching regular load and those teaching overload will be prorated portion of the contractual amount for a full semester of travel (15 trips) to the teaching site. The faculty member will make a least three but no more than seven trips.

D 30.3

Reimbursement for mileage and other travel expenses shall be made as provided in paragraph 30.2 and E.8.

D 31. NURSING/ALLIED HEALTH INSTRUCTION.

Nursing/Allied Health instruction occurring off the campus proper may be a part of a faculty member's regular teaching load. Except as herein provided, such instruction shall be regarded as classes taught on the campus proper. Faculty teaching such classes shall be compensated for any actual mileage (round trip distance from the faculty member's home to the instruction site) which exceeds the distance from the faculty member's home to the Saginaw Valley State College main campus site at the official mileage rate. If this excess round trip mileage is greater than thirty (30) miles, the faculty member shall receive additional compensation of twenty-five ($25) dollars per credit hour. Additionally, faculty members shall be compensated for any actual mileage required by the assignment and approved by the Dean/Director at the official mileage rate.

D 32. LEARNING CONTRACTS.

A learning contract may arise when a student has an opportunity to obtain credit, under a faculty member's supervision, for such off campus experiences as curriculum related employment, public service, or internships. Any learning contract may be entered into only with the specific approval of the faculty member's dean. Six (6) learning contracts (at an average of three (3) student credit hours each) in any one term will constitute the equivalent of one (1) teaching credit hour of faculty work load. No faculty member may engage in more than twelve (12) learning contracts for an average of three (3) student credit hours each in faculty travel to the learning contract off campus site, travel expenses will be absorbed by the Cooperative Education Office under the following terms:

D 32.1

State cars must be used for travel if available; if unavailable and a faculty member's personal car is used, compensation will be paid under the provisions of Article E 8.

D 32.2

The actual cost of necessary meals will be paid according to College policy provided that meal reimbursement will not be made if the learning contract site is in Saginaw, Midland or Bay Counties.

ARTICLE E SERVICES, MATERIALS AND GUARANTEES.

E 1. PARKING.

The College will provide parking as a fringe benefit for faculty, except for reserved areas. Faculty who wish to park in reserved areas will pay $20.00 toward the annual cost of a reserved area parking permit.

Any changes in the regulations concerning faculty parking will be submitted to the Association for review and appropriate comment. Changes will not be implemented within ten days of their receipt by the Association.

E 2. FACULTY PASSES.

Upon request, two passes to concert or lecture series will be provided free of charge to each faculty member.

E 3. LEGISLATIVE ACTION.

The Board and the Association agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this agreement, without prior notification to the other party.

E 4. IDENTIFICATION CARDS.

All faculty members are to be supplied with institutional identification cards within a reasonable time after assuming duties at the institution.

E 5. REQUIRED EXAMINATIONS.

Physical examinations required by the Board, or by

law in connection with College job activities, shall be paid for by the Board, and shall be made by a physician chosen by the member and acceptable to the College.

E 6. KEYS.

The Board or its stated designee shall be responsible for all keys to office files and all duplicate keys to offices and files and shall make adequate provision for preventing access to duplicate keys by all unauthorized parties. In no event shall a faculty member's files be entered by College administration or staff without the faculty member's consent. Faculty who terminate their employment with the College shall surrender all keys issued to them, or certify that they have been lost, prior to receiving their last paycheck. Keys to classroom buildings shall be available if necessary to faculty members at the lowest deposit rate currently paid by other college staff.

E 7. TEMPERATURE AND NOISE.

If classroom temperatures become so hot or so cold or noise becomes so loud as to preclude the possibility of meaningful academic discourse, the faculty member involved shall first attempt to locate a suitable alternate location for class, and if none is available, the said faculty member may dismiss class.

E 8. FACULTY TRIP.

A faculty trip shall be defined as any educational activity which requires faculty members to leave campus. Any faculty trip must first be approved by the individual faculty member's dean; after such approval is obtained, the institution shall attempt to provide transportation for such field trip and shall pay other expenses, including meals and parking expense, if any, authorized by the dean in connection with the trip.

The faculty member involved may elect to use his own transportation on said faculty trip, and in such case the College will reimburse said faculty member according to established college policy.

E 9. FACULTY SECRETARIES.

Seven and one half full-time equivalent secretarial employees will be assigned to the faculty to aid with work in connection with job duties and requirements at Saginaw Valley State College during the Fall and Winter semesters. Further a minimum of eighty (80) hours per week of assistance during each said semester will be

provided to the secretaries. The Association and the administration will periodically review the workload assignment and the budget for additional secretaries.

In addition to the number of secretarial employees provided in the above paragraph, the College will provide one additional 10-month secretarial employee no later than the beginning of the 1985-86 academic year and will provide two additional 10-month secretarial employees no later than January 1, 1986. The January 1, 1986 date is based upon the projected occupancy date of IF-2. One full-time 12-month secretarial employee will be added after the beginning of the 1985-86 fiscal year.

Four full-time secretarial employees will be assigned to the faculty to aid with work in connection with job duties and requirements at Saginaw Valley State College during the Spring/Summer semesters.

The faculty may select, in consultation with the Director of Personnel, one or more of its members to coordinate the said secretaries' work load, settle questions of work priority, and communicate with the Administration in the event of problems with the secretarial personnel involved. It will be faculty members' responsibility to submit their work as early as possible in order to allow for necessary coordination.

E 10. DEPENDENT TUITION GRANT.

Faculty dependents (as defined for tax purposes) will be granted one-half of the tuition, listener's permits and facilities fees provided they meet admissions requirements.

E 11. ACADEMIC REGALIA.

Appropriate academic regalia will be provided at the expense of the College for those faculty so desiring it in order to attend College functions requiring the same.

ARTICLE F COMMITTEES

F 1. COMMITTEES AND DISTRIBUTION OF FACULTY MEMBERS.

F 1.1 COMPOSITION.

Six faculty will be members of each of the four standing committees to be described below (Professional Practices, Faculty Research and Development, Curriculum, and Academic Policies). No more than one faculty member may be from any one of the areas below, except that if

no candidate(s) from a given area comes forward for election or is (are) elected by a majority vote of the faculty at large, then the member(s) may be elected from any other area, provided that no more than two faculty members shall be elected from any one area.

Area	Departments
Arts/Humanities	Art, Music, Communication/Theatre, English, Modern Foreign Languages, Philosophy
Social Science	Political Science, Psychology, Sociology, History, Social Work, Criminal Justice
Business/Management	Accounting, Economics, Law and Finance, Management and Marketing
Education	Education, Physical Education
Nursing/Allied Health	Nursing
Sciences, Engineering and Technology	Biology, Chemistry, Physics, Math and Computer Science, Engineering, Engineering Technology

F 1.2

Beginning in the 1985-86 year and subsequently, the faculty Committee members shall be elected during the winter semester of each year and shall serve from September 1, next, through the end of August of the following year. The Committee shall meet as frequently as may be necessary to complete action as required by this agreement. Any member of the Committee who is absent from more than three consecutive meetings, for any reason, or who resigns shall be replaced by an appropriate faculty member appointed by the President of the Association.

F 1.3 PROCEDURES.

F 1.3.1

All Committee decisions shall be by majority vote of the number of voting members on the Committee.

F 1.3.2

The schedule of meetings should be established so that it does not conflict with teaching responsibilities of members.

F 1.3.3

The Committees shall treat such matters as are assigned to them by this agreement according to such procedures as are provided.

F 1.3.4

The Committees may request any academic officers and/or faculty member to submit additional written recommendations and/or information regarding any matter on which they are deliberating.

F 1.3.5

Necessary secretarial and clerical assistants shall be provided the Committees.

F 1.3.6

The Vice President for Academic Affairs shall provide such information, services and assistance as may be required by this agreement and necessary to the operation of the Committees.

F 2. PROFESSIONAL PRACTICES COMMITTEE.

F 2.1 RESPONSIBILITIES.

The Professional Practices Committee (P.P.C.) shall be responsible for reviewing and recommending on matters of tenure, promotion, serious discipline (as defined in H 2.3.8), discharge, termination, and evaluation of faculty and such other matters as set forth in this agreement.

F 2.2 MEMBERSHIP.

The P.P.C. shall consist of six (6) faculty members elected by the faculty as indicated in F 1.2 above, of which at least five (5) shall be tenured, two (2) Academic Deans appointed by the Vice President for Academic Affairs, one Dean or other administrator appointed by the College President, and the Vice President for Academic Affairs or his/her designee, who shall serve as chairperson and be non-voting. (See F 1.2)

F 2.3 QUORUM.

For all meetings, the quorum shall consist of the nine voting members and the non-voting Vice President for Academic Affairs or his/her designee.

F 2.4 PROCEDURES.

F 2.4.1

The Committee, through its chairperson, shall request written recommendations from the respective department, department chairperson, and Dean or Director for each faculty member who is eligible for promotion and/or tenure. Such written recommendations shall be placed in the P.P.C. file. At the same time, a copy of each recommendation shall be sent by the evaluator(s) to the individual faculty member for review and comment to be added to the P.P.C. file.

F 2.4.2

Members of the Committee shall abstain from deliberations or votes in the Committee concerning themselves. In such cases, an alternate shall be appointed by the President of the Association to temporarily assume the chair of the abstaining member for the duration of such votes and deliberation. Any faculty member under consideration for promotion or tenure shall not be eligible for election to this Committee.

F 2.4.3

Any negative decision regarding tenure, or promotion made by P.P.C. may be appealed to the R.T.C. as provided in H 2.3.10.

F 2.4.4

If the College Administration overrides the P.P.C. on any of the above matters it shall be grievable to the R.T.C. as provided in H 2.3.10.

F 3. FACULTY RESEARCH AND DEVELOPMENT COMMITTEE.

F 3.1 RESPONSIBILITIES.

The Faculty Research and Development Committee shall be responsible for reviewing and recommending on matters of sabbaticals and release time for faculty research and/or development, assignment of general and/or restricted monies designated as "Faculty Research" or "Faculty Development", and other matters as set forth in this agreement in accordance with government regulations.

F 3.2 MEMBERSHIP.

The Faculty Research and Development Committee shall

consist of the Vice President for Academic Affairs or his/her designated representative as voting chairperson only in cases of ties, six faculty members elected as indicated in F 1.2 above, and two Academic Administrators appointed by the Vice President for Academic Affairs. Any faculty member under consideration for sabbatical leave shall not be eligible for election to this Committee unless they first withdraw in writing from sabbatical leave consideration.

F 3.3 QUORUM.

For all meetings, a quorum shall consist of seven members.

F 3.4 PROCEDURES.

F 3.4.1

Members of the Committee shall abstain from deliberations or votes in the Committee concerning themselves. In such cases, an alternate shall be appointed by the President of the Association to temporarily assume the chair of the abstaining member for the duration of such votes and deliberation.

F 3.4.2

The Committee shall rank order the recommended release time and funds. The Vice President for Academic Affairs shall grant release time and funds according to the rank order within the available release time and funds. The Vice President for Academic Affairs may proportionately reduce the release time and/or funds. The proportionate reductions shall apply to all grants.

F 3.4.3

Any negative decision regarding sabbatical made by the F.R.D.C. may be appealed to the R.T.C. as provided in H 2.3.10.

F 3.4.4

If the College Administration overrides the F.R.D.C. on any of the above matters it shall be grievable to the R.T.C. as provided in H 2.3.10, except that the failure to grant release time and/or funds beyond the monies available shall not be grievable.

F 4. CURRICULUM COMMITTEE

F 4.1 RESPONSIBILITIES.

The Committee shall review proposals and recommendations as defined in F 4.2 below, and as forwarded under F 4.5 below, after the latter two provisions have been satisfied or, in the event the time limits provided therein have not been met, to review such proposals(s) and recommendations(s) as may be then directly submitted by the originator(s).

F 4.2 CURRICULUM PROPOSALS.

Except for those in the graduate level, proposals dealing with any change in existing curriculum, new courses, new academic programs involving curriculum and the academic calendar may originate with one or more faculty members, one or more students, one or more academic departments, and/or one or more academic officers.

F 4.3 MEMBERSHIP.

The College Curriculum Committee shall have six (6) faculty members elected as indicated in F 1.2 above; one student selected by the duly constituted student government, and the Vice President for Academic Affairs or his/her designee, who shall chair the Committee with vote.

F 4.4 QUORUM.

For all meetings, a quorum shall consist of seven (7) members.

F 4.5 DEPARTMENTAL AND ADMINISTRATIVE REVIEW.

Curriculum proposals and recommendations shall be submitted to and reviewed by the appropriate department(s) which shall forward them with a recommendation to the appropriate dean(s) within 30 days. The dean(s) shall forward them with a recommendation to the Chairperson of the Curriculum Committee within 15 days.

F 4.6 PROCEDURES.

F 4.6.1

In cases where the relationship of a given proposal to one or more Departments is not evident, such proposal may be submitted directly to the Committee. If the Committee determines that such proposal should be submitted to one or more departments for review and recommendations, it may send same to the relevant Departments.

F 4.6.2

Matters submitted after the relevant deadlines established by the Committee will be considered at the next meeting of the Committee.

F 4.6.3

All matters recommended for approval by the Curriculum Committee shall be sent to the faculty for action.

F 4.6.4

In cases of denial, the Committee shall, in writing, inform the originator(s) of the proposal of the reason(s) for the denial when requested in writing by the originator(s).

F 5. ACADEMIC POLICIES REVIEW COMMITTEE.

F 5.1 RESPONSIBILITIES.

Except for those on the graduate level, the Committee shall annually review existing policies and/or procedures and recommend changes relating to the following areas:

A. Academic admissions, retentions, probation and dismissal standards in all programs.
B. Standards for academic honors (graduation, etc.)
C. Academic policies of financial aid.
D. Other student academic regulations.

The Committee may also review proposals dealing with any of the above areas submitted by one or more faculty members, one or more students, and/or one or more administrative officers.

F 5.2 MEMBERSHIP.

The Academic Policies Review Committee shall consist of (6) faculty members elected as indicated in F 1.2 above, two (2) students appointed by Student Government, and two (2) members appointed by the Administration (one of whom shall be the Vice President for Academic Affairs or his designee who shall chair the committee).

F 5.3 QUORUM.

For all meetings, a quorum shall consist of seven voting members.

F 5.4 PROCEDURES.

All recommended changes in general college policy approved by this committee shall be submitted to the faculty for ratification. Matters approved by the faculty shall be forwarded to the Administration for timely review and written answer.

F 6. GRADUATE COUNCIL.

F 6.1 COMPOSITION.

The Graduate Council will consist of two (2) Academic Deans who have graduate programs, two (2) faculty members from the School of Business and Management, two (2) faculty members from the School of Education, one (1) faculty member from the Department of Criminal Justice and Political Science, two (2) faculty members at large who are not from the schools and departments cited in this paragraph, one (1) graduate student, and the Vice President for Academic Affairs, or his/her designee, who shall serve as Chairperson, as a non-voting member.

F 6.2 APPOINTMENTS AND ELECTIONS.

The Vice President for Academic Affairs shall appoint the graduate student and the academic deans. The respective constituent faculty members shall elect the faculty representatives from the School of Business and Management, the School of Education, and the Department of Criminal Justice and Political Science. The two at-large faculty representatives shall be elected by the entire Faculty Association membership.

The faculty member representatives will be elected each winter semester for two (2) year terms to begin the following fall term, except that A) for the first election one (1) of the faculty members each from the School of Business and Management, the School of Education and the at-large faculty representative will be elected for a one (1) year term; and B) the first election shall be held in the fall of 1984. The elections shall be conducted by the respective deans.

F 6.3 REPLACEMENT.

Any member of the Council who is absent from more than three consecutive meetings for any reason or who resigns shall be replaced by an appropriate faculty member selected by the appropriate constituency.

F 6.4 RESPONSIBILITIES.

F 6.4.1

All Graduate Curriculum and program matters recommended for approval by the graduate council shall be subject to action by the faculty in accordance with Article F 7.

F 6.4.2

With respect to the graduate program only, reviewing and adopting policies and procedures relating to academic admissions, dismissal and probation standards, academic policies for financial aid and graduate assistantships, and other student academic regulations.

F 6.4.3

Upon the recommendation of the appropriate department and dean, granting approval for faculty to teach graduate courses.

F 6.4.4

The Council, through its chairperson, will require a written recommendation and justification from the respective department and dean for any adjunct faculty member who is to be scheduled for a graduate course.

F 6.4.5

Hearing appeals from students with regards to admission and dismissal decisions by a dean.

F 6.4.6

Monitoring the quality of all graduate programs.

F 6.4.7

The Council shall treat such other matters as are assigned to it by this agreement according to such procedures as are provided.

F 6.5 PROCEDURES.

F 6.5.1

All positive Council decisions shall be by majority vote of the number of voting members on the Council.

F 6.5.2

The schedule of Council meetings should be

established by the chairperson so that it does not conflict with the teaching responsibilities of members.

F 6.5.3

The Council may request any academic officer and/or faculty member to submit additional written recommendations and/or information regarding any matter on which it is deliberating.

F 6.5.4

The Vice President for Academic Affairs shall provide such information, services and assistance as may be required by this agreement and necessary to the operation of the Council.

F 6.5.5

At the end of the academic year, the Council chairperson will issue a brief report to be distributed at fall orientation which will list the names of the members and a summary of actions taken.

F 6.5.6

The Council shall consider proposals relevant to its responsibilities originating with one or more faculty members, students, academic departments, and/or academic officers.

F 6.5.7

Members of the Council shall abstain from deliberations or votes in the Council concerning themselves with respect to student appeals.

F 6.5.8

For all meetings, a quorum shall consist of six (6) of the eligible members.

F 6.5.9

Matters submitted after the relevant deadlines established by the council will be considered in the next round of Council deliberations.

F 7. CURRICULUM AND ACADEMIC POLICIES FACULTY RATIFICATION.

All matters recommended for approval by the Curriculum Committee, Academic Policies Committee, and the

Graduate Council shall be sent to the faculty for action. The quorum for the faculty meeting shall be one-third (1/3) plus one (1) of the faculty. Each resolution before the faculty must be either approved or rejected, as a whole, or returned to the respective Committee with specific recommendations for alterations. The Committees who submit its resolutions to the faculty no later than March 1 and such resolutions as are not accepted upon by the faculty by March 15 and have been unanimously recommended by the Committee shall be considered ratified. Those matters not so unanimously recommended shall not be considered ratified. Abstentions shall deny unanimity. After ratification by the faculty the curriculum recommendations, in writing, shall be submitted to the College administration. Within fourteen (14) days after receipt of said recommendations, the College administration will advise the faculty and the committee in writing of their ratification/rejection as a whole of each of the individual resolutions. If a resolution is rejected the reasons for this rejection must be submitted in writing to the faculty and the committee within 14 days.

The College administration's decision in the following areas shall be subject only to Route 3-B and 4 under the grievance procedure: number of courses to be offered in each department and program, adoption of new programs and the ending of old ones, and the academic calendar.

However, if the College administration overrides the recommendations of the Curriculum Committee, Academic Policies Committee, or the Graduate Council, as ratified by the faculty, in the following areas: course descriptions, requirements for majors for continuing programs (and for new programs, after full-time faculty have been hired for same), or course requirements for interdisciplinary programs such overriding shall be subject to Route 3-A of the grievance procedure.

F 8. ADDITIONAL COMMITTEES.

Both parties hereto agree that they will cooperate in setting up such additional committees as both sides agree would be helpful in operations of the College. If other committees (with committee being defined as any group formed to study a question over a period of time) are formed which will decide on matters concerning wages, hours and working conditions of the faculty, the manner of selecting the representative or representatives of the faculty for these committees will be decided by the Association. The selection of faculty members for other committees not specifically established

by this contract shall be made in consultation with the Faculty Association.

F 9. COMMITTEE REPORTS.

At the end of each semester, the chairperson or his/her designee of each Committee included in this Article shall present a written report to the faculty. The report shall include the names of the Committee members and the progress and status of the matters before the Committee.

ARTICLE G PERSONNEL AND PROFESSIONAL PRACTICES COMMITTEE (P.P.C.) FILES

G 1. PERSONNEL AND P.P.C. FILES.

Each member of the faculty will have two files, the Professional Practices Committee (P.P.C.) file and a separate personnel file. The dean or director of the faculty member's school shall be responsible for the safekeeping of the P.P.C. file. The Personnel file shall be maintained in the Personnel Office. No other files of personnel matters shall be established or maintained, except that each Dean may maintain a file for each faculty member of his/her respective school. Such files maintained by the Dean shall be expressly restricted to the following documents: 1) curriculum vita as provided at the option of the faculty member; 2) copies of off-campus, spring, and/or summer memorandum of appointments; and 3) external letters of recommendation the Dean has written, provided that copies have been furnished to the faculty member. Said file shall be available to the faculty member for review at all reasonable times.

G 2. MEMORANDUM OF APPOINTMENTS.

Memoranda of appointment shall contain:

G 2.1

The effective date of employment.

G 2.2

The rank at which employed.

G 2.3

Placement on salary level.

G 2.4

A list of the field or fields in which the faculty member will be expected to work.

G 2.5

The primary assignment.

G 2.6

Any specific duties for which the faculty member will be responsible in addition to the primary assignment.

G 2.7

A clause indicating that the memorandum is subject to all terms and conditions of the master agreement.

G 2.8

A statement regarding tenure status and years in rank.

G 3. PERSONNEL FILE: CONTENTS.

The Personnel file shall contain only letters of reference, the curriculum vita, academic transcripts and copies of all memoranda of appointment. Individual faculty members may request in writing that additional documents may be inserted in their personnel file.

G 4. P.P.C. FILES: CONTENTS.

The P.P.C. file shall contain:

G 4.1

Documents supporting the claim to professional and academic training.

G 4.2

Letters or records establishing the claim to prior work experience.

G 4.3

All documents relating to the evaluation procedure of said faculty member.

G 4.4

All documents relating to final resignation or discharge.

G 4.5

All records, academic assignments and transcripts supporting the faculty member's claim to continued growth after initial appointment.

G 4.6

Information of a positive nature, indicating special competencies, achievements, scholarly research, academic, professional or other contributions.

G 4.7

Any statements that the faculty member wishes to have entered in response to or in elaboration of any other item in the file.

G 4.8

All intra-administrative memoranda dealing with the member, provided, however, that notification of the insertion of such materials must be made by the responsible dean or director in writing to the faculty member involved accompanied by copies of same at the time of said insertion.

G 4.9

A master index of all documents contained in the file. All documents shall be numbered serially by date and indexed accordingly.

G 5. PROFESSIONAL PRACTICES COMMITTEE FILES: ACCESS.

G 5.1

Files may be removed from the safekeeping of the dean's or director's office only for the purposes of Professional Practices Committee action, in which case the files shall be retained in the office of the Academic Vice President for the duration of such action, or for review and updating by the faculty member. Normally, the faculty member shall not retain the file for longer than one week at a time.

G 5.2

A faculty member or his/her designee with written authorization by the faculty member shall have access to and review the file at all reasonable times. Should a problem be experienced in obtaining the file because of the continued absence of Administrative personnel from the dean's, director's or Academic Vice President's office, the file shall be made available to the faculty member involved on twenty-four (24) hours notice to the office of the Vice President for Academic Affairs. The faculty member may obtain copies of the material in the file at his or her own expense.

G 5.3

The Association shall have access to the files if the examination relates to a filed grievance, a grievance in preparation, a written charge against a unit member, including a demand for dismissal, or verification of data for negotiations, or for such other purposes as may be allowed by this agreement.

G 5.4

Upon the written authorization by the faculty member, duly constituted evaluation teams shall have access to the faculty member's P.P.C. file for the purpose of preparing evaluation reports and recommendations.

G 6. PERSONNEL FILES: ACCESS.

G 6.1

A faculty member shall have access to and review the file at all reasonable times. Should a problem be experienced in obtaining the file because of the continued absence of administrative personnel from the Personnel Office, the file shall be made available to the faculty member involved on twenty-four (24) hours notice to the office of the Vice President for Academic Affairs. The faculty member may obtain copies of the material in the file at his or her own expense. It is understood, however, that letters of reference relating to initial employment shall not be open to the inspection of the faculty member involved except as provided by the Privacy Acts.

G 6.2

The Association shall have access to the files if the examination relates to a filed grievance, a grievance in preparation, a written charge against a

faculty member, including a demand for dismissal, or verification of data for negotiations, or for such other purposes as may be allowed by this agreement.

G 7. COMPUTER AND ELECTRONICALLY STORED DATA.

Any computerized or electronically stored data regarding faculty members shall be limited to payroll information, student credit hours, student credit hour productivity, and scheduling. The member and/or the Association shall have access to all computer files relevant to the faculty member. Information (data) other than permitted herein shall not be included without prior agreement by the Association.

ARTICLE H FACULTY

H 1. CRITERIA FOR PROMOTION, TENURE AND APPOINTMENT.

The general qualifications for tenure, promotion and appointment for the normal full-time faculty are:

(a) demonstrated ability for teaching, and

(b) Formal degree qualifications and exceptions as set forth below

H 1.1 Formal Degree Qualifications

H 1.1.1

Normally, the formal degree qualification for promotion or appointment to the rank of professor shall require possession of an appropriate doctoral degree such as PHD., ED.D., D.A., D.ED., D.B.A., D.N.S., SC.D. or a combination of both a J.D. and an M.B.A., or their equivalent.

H 1.1.2

Normally, the formal degree qualification for promotion or appointment to the rank of associate professor shall require possession of a Master's Degree plus thirty (30) semester hours of appropriate course work beyond the Master's Degree or its equivalent. Appointment may be made upon specification that a terminal degree will be obtained within three years following the effective date of employment for purposes of (1) continued employment or (2) promotion.

H 1.1.3

Normally, the formal degree qualification for promotion or appointment to the rank of Assistant Professor shall require possession of a Master's Degree plus fifteen (15) semester hours of appropriate course work beyond the Master's Degree or its equivalent. Appointment may be made upon specification that a terminal degree will be obtained within four years following the effective date of employment for purposes of (1) continued employment or (2) promotion.

H 1.1.4

Normally, the formal degree qualification for the rank of Instructor shall require possession of an appropriate Master's Degree or its equivalent.

H 1.1.5

Except for current instructors who are tenured, tenure may be granted at the rank of Assistant Professor or above.

H 1.1.6

It is understood that all faculty appointments will be made to ranks appropriate to their formal degree qualifications.

H 1.1.7

It is recognized, however, that the above criteria are not all inclusive and that under special circumstances or in special fields, the formal degree qualification requirements are unrealistic and inapplicable. In such cases, outstanding professional achievement or experience directly related to the teaching, or the study of the subject matter to be taught can serve as a substitute for a terminal degree. (Areas of outstanding professional achievement are exemplified, but not limited to the obtaining of licenses, honors, awards, and meaningful professional contributions, inventions, innovations, or employment in the professional field of the subject being taught. However, employment in the professional field involved does not necessarily establish meaningful professional achievement instead, such employment must have demonstrably shown depth of knowledge of the field involved and innovative ability on the part of the individual involved in relation to the teaching position at Salinas Valley State College.)

Exceptions from the formal degree qualification requirements as allowed herein must be specified in initial letters of appointment.

The above formal degree qualification requirement is waived for all faculty members employed by the College as faculty before January 1, 1985 unless the said member's initial memorandum of appointment specifically required the obtaining of a terminal degree as a condition of continuing employment and/or promotion. Any special provision(s) not related to promotion and/or continued employment for a potential appointee must be reviewed by the Association prior to the appointment.

H 1.2 CRITERIA FOR FACULTY EVALUATION FOR PURPOSES OF TENURE AND PROMOTION.

The following criteria provide guidelines for evaluating faculty performance. It is recognized, however, that precision is very difficult in this area and that in many cases outstanding achievement in one or more areas set forth below may justify lesser achievement in other areas. Only the criterion of teaching performance must be satisfied in all cases; and the failure to satisfy said criterion shall, by itself, serve as a bar to tenure or promotion. Performance on any one of the other criteria shall not, by itself, constitute reason for any decision for or against tenure or promotion for any faculty member.

The criteria are as follows:

H 1.2.1

Teaching Performance is to be evaluated by course evaluation forms, classroom visits, student evaluations, and peer evaluations. If necessary and desirable, other procedures shall be developed by agreement between the F.A. and the College.

H 1.2.2

Scholarly activities such as, but not limited to, publishing, developing or conducting workshops, research, presentations, or participating in educational or teaching research; and activities of a scholarly and/or community service nature which reflect specialized knowledge of the faculty member and which bring credit to the College.

H 1.2.3

College service and leadership in student activities

is defined as service on standing or ad hoc committees, either elective or appointive; participation in departmental activities; Faculty Association leadership functions, sponsorship of student functions, etc.

Except where specifically limited by this agreement, these criteria shall apply to any evaluation of faculty members.

Departmental recommendations shall be presented to the Evaluation Team.

An individual shall be considered automatically for tenure after accumulating five (5) years of service at SVSC (less experience credit at initial appointment). An individual shall be automatically considered for promotion after serving the normal minimum number of years in rank (length of service, however, will not be an automatic reason for promotion.)

Alternatively, an individual may be considered for promotion before serving the minimum number of years upon nomination and recommendation by his/her department and dean or director. The normal minimum for each rank shall be as follows:

1. Four years in the rank of Instructor before promotion to the rank of Assistant Professor.

2. Four years in the rank of Assistant Professor before promotion to the rank of Associate Professor.

3. Five years in the rank of Associate Professor before promotion to the rank of Professor.

H 2. APPOINTMENT PROCEDURES AND CONDITIONS: ISSUANCE, EVALUATION, DISCHARGE, TERMINATION AND TENURE.

H 2.1 APPOINTMENTS.

Regular faculty appointments shall consist of probationary appointments, pre-tenure appointments and tenure appointments.

H 2.1.1 PROBATIONARY APPOINTMENTS.

A new appointee to the Institution falling within the bargaining unit will be given a one (1) year probationary contract, and such yearly probationary contracts will be continued until the individual involved either proceeds to pre-tenure status or his or her employment relationship with the Institution is severed. Such year-

ly contracts will be issued by March 31 of the fiscal year.

H 2.1.2 PRE-TENURE APPOINTMENTS.

Pre-tenure status is achieved when a faculty member on probationary status is granted a fourth consecutive yearly appointment or is given an appointment which includes experience credit sufficient to allow the achievement of pre-tenure status prior to the above fourth appointment. Pre-tenure faculty shall receive yearly appointments for a maximum of three years. Pre-tenure appointments shall be issued by March 31 of each fiscal year. A pre-tenure faculty member shall be given written notice, in the letter of appointment for the third pre-tenure year, of tenure granted or the extension of pre-tenure status through the third year. If the faculty member is not granted tenure or pre-tenure status is not extended through the third year, written notice shall be given by November 1 of the second pre-tenure year.

H 2.1.3 TENURED APPOINTMENTS.

Tenure means continuous employment of a faculty member on at least a basic two semester appointment during each fiscal year, with discharge or termination only for just cause. Tenure may be achieved when: (1) a faculty member has completed at least two, but not more than three, years in pre-tenure status; (2) a faculty member has been approved for tenure by the Professional Practices Committee and the Board of Control; or the R.T.C. as provided in H.1., H.2.3.5, and H.2.3.10.

H 2.2 EVALUATION.

A written evaluation shall be completed in each of the first two years of probationary faculty. It is understood that the main purpose of this evaluation shall be (1) to aid such new faculty member in solving any problems that may exist in connection with the performance of teaching duties at S.V.S.C. and (2) to introduce said member to the standards for later evaluation of performance. The criterion of primary importance for a probationary member shall be teaching performance. A written evaluation shall be completed for pre-tenure faculty in their first pre-tenure year (and second pre-tenure year if tenure is not achieved in the first consideration) by an Evaluation Team as provided below. The primary purpose of pre-tenure evaluation shall be to evaluate teaching performance for input to the tenure evaluation of P.P.C. All faculty shall be evaluated in each of the first two years of teaching at S.V.S.C. in addition to any other provisions herein.

H 2.2.1 EVALUATION TEAM COMPOSITION.

Each school or division having probationary or pre-tenure faculty members shall establish at least one evaluation team. No team shall evaluate more than four faculty members in any single year, nor may any faculty member be evaluated by more than one team in any given year. The exact number of teams in a school or division shall be determined by the dean or director in consultation with departmental chairpersons and the F. A. President. Each team shall be composed of three faculty members, at least two of whom shall be tenured and all three shall have at least two years service at S.V.S.C. The first of the three shall be appointed by the appropriate dean or director after consultation with the departmental chairperson; the second shall be appointed by the Association; and, the third shall be selected and agreed upon by the first two appointees.

Each team shall be selected during September of each year (January for mid-year appointments) and shall serve from October 1, next, (January 15 for mid-year appointments), through the end of the succeeding September. The appropriate dean or director shall convene the team(s) for a school or division by October 15 (February 15 for mid-year appointments) and the team chairperson shall then be chosen by the team from among its members. The team chairperson will be responsible for the team's meeting its deadline.

Deans or Directors shall forward a list of all probationary or pre-tenure faculty to be evaluated to the Vice President for Academic Affairs, the Association President and the individual faculty member on or before September 15 of each year. A list of all tenured faculty in each school and division shall be forwarded to the Association President at the same time.

H 2.2.2 SUBJECT OF EVALUATION.

Probationary Faculty. Each evaluation team shall compose a written evaluation record which may consider the performance of each faculty member being evaluated in the following areas: (1) effectiveness of classroom teaching; (2) scholarly achievement; (3) committee work; (4) on campus leadership roles; (5) creative achievements; (6) student class evaluation surveys; (7) any special assignments or conditions contained in the initial letter of appointment; (8) relevant activities in the community ouside the campus; (9) special contributions to the institution; and (10) contributions to the department or discipline.

Pre-Tenure Faculty: Each evaluation team shall compose a written evaluation record which shall measure each faculty member being evaluated according to the following criteria: (1) effectiveness of classroom teaching, (2) student class evaluation surveys and (3) contributions to the department or discipline. Any faculty in the first two years of service at S.W.S.C. shall be evaluated as outlined above (Article H.2.2.2).

H 2.2.3 METHODS AND SCHEDULES.

At the first meeting the evaluation team will agree upon the methods and time schedules to be used. The methods and time schedule for carrying out the evaluation shall be reduced to writing and shall become an initial record of the work of the team. The initial record plus a record of all subsequent work by the team shall be preserved in writing and shall be included with its final appraisal of the professional effectiveness of the faculty member being evaluated. The evaluation record shall then be forwarded to the evaluee and dean for review. The dean may then add such written comments, any recommendation for action regarding the evaluee, and/or pertinent material as he/she deems necessary. The record shall then be returned to the team and evaluee. The evaluee shall then be given the opportunity to review the record again, and respond in writing, if any negative material has been added and return the record to the team. The team may then add further comments or materials, if it so desires, and shall compile a brief outline of the record and its specific recommendations, an index of the complete record and a dated cover entitled "EVALUATION RECORD" and place the whole in the faculty member's P.P.C. file. The Evaluation Team shall forward its recommendation to the evaluee. All evaluees may request P.P.C. review of the evaluation record and such record shall reflect the findings of the P.P.C.

The closing time schedule for the yearly evaluations shall be as follows:

Full Year	Mid-Year	
Jan. 30	June 1	Evaluation Team forwards preliminary record to evaluee and Dean, including, if necessary, a recommendation that the evaluee formulate a Correction Plan
Feb. 10	June 12	The Dean forwards preliminary record, with additions, to evaluee and Evaluation Team

Feb. 18	June 18	Evaluee forwards response, if any, to Evaluation Team
Mar. 10	July 8	Evaluee, if desires, submits Correction Plan to the Evaluation Team, the respective Department Chairperson, and respective Dean
Mar. 17	July 15	Evaluation Team places complete record in P.P.C. files and forwards its recommendation to the evaluee
Mar. 20	July 20	Evaluee, if desires, appeals to P.P.C.

H 2.2.4 EVALUATION RECORD: CONTENTS.

The evaluation record shall include the following:

1. A list of all persons participating, for what purpose, and when:

2. A brief outline of the record and the team's recommendation regarding reappointment, termination, discharge, or tenure, as appropriate;

3. An index of the complete record;

4. The team's comments and findings on each of the criteria cited in H.2.2.2., where applicable, along with such supporting documents and objective evidence as is available;

5. The Team's comments and findings with respect to correction plans, if any;

6. The team's final appraisal of the professional effectiveness of the evaluee;

7. The dean's or director's comments and recommendations for action regarding the evaluee;

8. The comments, responses and materials submitted by the evaluee in addition to any material requested of the evaluee by the team;

9. A copy of the evaluee's vita;

10. Written statement and recommendation regarding evaluee by the Department;

11. Written statements regarding the performance of the evaluee by faculty colleagues if requested by the evaluee and/or the team;

12. Recommendations for improvement in the evaluee's performance; and

13. The signatures of the members of the evaluation team.

H 2.2.5 INADEQUACY.

If the evaluation team has decided that the member of the faculty evaluated is inadequate in some area which could lead to a desire on the part of the institution not to renew his/her contract, they must communicate this concern with specific reasons, to the member evaluated and to his/her department chairperson and Dean.

H 2.2.6 CORRECTION PLAN.

The faculty member will submit by March 10 (July 8 for Mid-Year Evaluations) to the Evaluation Team, respective Department Chairperson, and respective Dean a plan to correct the inadequacies. Failure to submit such a plan shall be sufficient cause for non-renewal of contract regardless of date.

H 2.2.7 REASSIGNMENT.

If the faculty member has been assigned duties which the evaluation process establishes as a contributing factor to his/her lack of success, the College administration shall cooperate, within the framework of available teaching positions, in making reassignments during the next registration period to facilitate the faculty member in making a successful contribution to the institution. The College administration will also cooperate in any other reasonable manner to aid in any plan of action aimed at correcting the faculty member's lack of success. Conditions over which the faculty member has no control which contributed to the faculty member's lack of success shall be considered as mitigating factors in any review for discipline or discharge purposes.

H 2.2.8 REVIEW MEETING.

On receipt of the evaluation team's memorandum and the faculty member's plan for correction of inadequacies, the respective Dean shall call a meeting which will include the evaluation team, the member evaluated, the Association representative and the department chairperson to determine the adequacy of the plan and modify or redesign it if necessary. The final plan will be incorporated in the evaluation record in the P.P.C. file

and performance with regard to the correction plan will be evaluated by the next year's evaluation team. If no evaluation team is normally scheduled for the next year, a special team shall be appointed as provided in H 2.2.1.

H 2.2.9. NEW EVALUATION.

Following this required conference in which a correction plan has been established, an evaluation team shall undertake a re-evaluation which shall be completed by January 30 of the next appointment year. The re-evaluation shall be based solely upon the plan for correction.

H 2.2.10 ADJUSTMENT OF DATES.

Dates used above or other such dates used in this agreement shall be appropriately adjusted if the member joins the faculty in the winter semester, rather than in the fall semester.

H 2.3. DISCIPLINE, DISCHARGE AND TERMINATION: PROCEDURES AND CONDITIONS.

H 2.3.1 BASIC CONDITIONS.

Any discipline, discharge or termination shall occur in conformance with Article C.3.

H 2.3.2 DISCHARGE OF FACULTY MEMBERS.

Notice of discharge, meaning a cancellation of employment having immediate effect, shall be for just cause based upon repeated failure to comply with job requirements.

Immediate discharge with no necessity of prior warnings or repeated violations, shall be possible in extreme cases (with "extreme" being understood to mean cases of, or equivalent to, serious intentional wrongdoing, such as a theft of significant college property, or a significant physical assault on another member of the college community).

Discharge or notice of discharge without prior P.P.C. review or in disagreement with the findings and recommendations of the P.P.C. is grievable to R.T.C.

Reinstatement as a result of the above grievance procedure shall be with all back salary and benefits.

H 2.3.3 TERMINATION OF PROBATIONARY FACULTY.

Notice of termination, which shall mean a non-renewal of the yearly probationary appointment, shall be given on or before March 31 of the preceding academic year. If such notice is inconsistent with the findings and recommendations of the Evaluation Team as validated by P.P.C. review, if requested by the faculty member, it shall be grievable. Reinstatement as a result of the grievance procedure shall be with all back salary and benefits.

H 2.3.4 TERMINATION OF PRE-TENURE FACULTY.

Notice of termination, which means non-renewal of a yearly appointment, shall be for reasons of inadequacy or incompetence. The P.P.C. review shall precede such notice. If such notice is inconsistent with the findings and recommendations of the P.P.C. it shall be appealable to the Reappointment and Tenure Commission for final decision.

H 2.3.5. DENIAL OF TENURE.

Any faculty member shall have two opportunities to be reviewed for tenure. If tenure is denied the first time, the faculty member may resubmit his credentials the following year. If tenure is denied either the first or second time the faculty member may appeal the decision to the R.T.C. whose decision is binding. After tenure has been denied the second time, and upheld by the R.T.C., the contract for a faculty member cannot be renewed. If the Board of Control/Administration denies tenure against the recommendations of the P.P.C., such denial shall be grievable to the Reappointment and Tenure Commission for final decision.

H 2.3.6. TERMINATION OF TENURED FACULTY.

Notice of termination, which shall mean a cancellation of continuing appointment having effect at the end of the academic year, shall be for just cause based upon factors of failure to maintain competence as a teacher and scholar or of repeated failure to comply with job requirements. Termination shall be effective at the end of the relevant academic year and notice will be given no later than November 1 of that academic year. Each notice will contain a statement setting forth in detail the cause for termination. The College must ask for review of the Professional Practices Committee prior to giving notice of termination. Copies of such notice shall be given to the faculty member and the Association at the same time. Full salary and fringe benefits shall

be continued for terminated faculty through the end of the relevant academic year. Termination shall be grievable to the Reappointment and Tenure Commission for final decision. In the event the decision to terminate or impose other discipline is overruled or reversed during the review or grievance process, the faculty member involved will be given full back salary and benefits accrued, but not paid, prior to reinstatement.

M 2.3.7. OTHER DISCIPLINE.

The College may impose discipline less severe than discharge or termination, including warnings or suspensions, provided however: (1) that if any written record is maintained, it must be entered into the P.P.C. file with notification to the faculty member and with opportunity to enter answering material; (2) provided further that such notification must occur within thirty (30) days of the occurrence, or within thirty (30) days of the time the administration should reasonably have had knowledge of the occurrence; and, (3) provided further that if such notification occurs for any member of the faculty, notification must be made to all members subject to similar notification by reason of similar occurrences; of which the administration knows or reasonably should have known; (4) provided further that if no such notification occurs, said occurrence shall not provide the basis for, nor be relevant to, any subsequent disciplinary or other action with respect to said member.

All such actions are subject to the grievance procedure.

M 2.3.8. PROFESSIONAL PRACTICES COMMITTEE REVIEW.

The P.P.C. shall meet to evaluate and make recommendations regarding members of the faculty who have been referred to it for review as set forth in this article. A Dean/Director, Evaluation Team, Chairperson and/or two members of the Department (or one half of the members of the same department, whichever is the greater number) may request review for serious discipline (serious discipline being defined as significant, recorded response to action(s) or behavior(s) which, if repeated, reasonably could result in discharge or termination), discharge or termination of any faculty member within their jurisdiction. A request for review under the provisions of this Article must be initiated within sixty days of the incident, or most recent of a series of incidents, which is the principal cause of the request. Any member of the P.P.C. who is involved in requesting the review, is a subject of, or becoces a party in the review shall be replaced by an alternate on the P.P.C.

For the purpose of gathering evidence, identifying appropriate witnesses and arranging for such testimony as may be germane, the P.P.C. may require the appointment of a special evaluation team under the selection procedure specified in H 2.2.1 and charge it with powers necessary and proper for the completion of its task. The P.P.C. shall determine whether the request for review is supported by sufficient evidence to warrant a review. The P.P.C. review shall be initiated within sixty days of the P.P.C.'s determination that such review is warranted. If a review is deemed warranted, the P.P.C. shall consider evidence, hear testimony and conduct such additional evaluation as may be necessary in conformity with the review procedure set forth below. Any discipline, discharge or termination shall be based upon just and reasonable cause.

H 2.3.9 PROFESSIONAL PRACTICES COMMITTEE REVIEW PROCEDURE.

The Chairperson of the Committee will address a communication to the faculty member informing the member that, if he/she so requests, a hearing to determine whether he/she should be disciplined, discharged or terminated on the grounds stated will be conducted by the committee at a specified time and place. In setting the date of the hearing, sufficient time must be allowed for the preparation of the defense. The faculty member will be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded to him/her. The faculty member should state in reply whether he/she wishes a hearing and, if so, should answer in writing, not less than one week before the date set for the hearing, the grounds in the chairperson's letter.

H 2.3.9.1

The Professional Practices Committee shall proceed by considering the statement of grounds for discipline, discharge or termination and the faculty member's response before the time of the hearing. If the faculty member has not requested a hearing, the committee shall consider the case on the basis of the obtainable information and decide whether he/she should be disciplined, discharged, or terminated. Otherwise, the hearing should go forward. The faculty member should exercise his/her judgement as to whether the hearing should be public or private. However, if the faculty member elects a private hearing it shall include an observer designated by the Association.

H 2.3.9.2

The Professional Practices Committee should determine the order of proof, should normally conduct the questioning of witnesses, and secure the presentation of evidence important to the case in the same manner as H 2.3.10.1.

H 2.3.9.3

The faculty member should have the option of assistance by counsel. The faculty member will have the aid of the committee, when needed, in securing the attendance of witnesses. The faculty and/or his/her counsel will have the right to question all witnesses who testify orally. He/she will have the opportunity to be confronted by all witnesses adverse to him/her.

H 2.3.9.4

The Committee may proceed to decision promptly, without having the record of the hearing transcribed, where it feels that a just decision can be reached by this means; or it may await the availability of a transcript of the hearing if its decision would be aided thereby. A majority of the votes of the committee is needed for discharge or termination. The committee should make explicit findings with respect to each of the grounds of removal presented, and a reasoned opinion is required.

H 2.3.9.5

At the conclusion of its' hearings, the committee will prepare a written report within three (3) days. A copy of the written report will be delivered immediately to the faculty member concerned, the President of the Institution, the President of the Association and the Chairperson of the Board of Control. This report shall be accompanied by all prior documents in this case.

H 2.3.9.6

The Institution will cooperate in every reasonable way in providing facilities for the above mentioned hearings, secretarial assistance for compiling a written record when required, and setting up hearing times.

H 2.3.10 REAPPOINTMENT AND TENURE COMMISSION.

A Reappointment and Tenure Commission shall be established to review matters brought before it under F 2, H.2.1.3, H.2.3.2, H.2.3.4, H.2.3.5, and H.2.3.6. The

Reappointment and Tenure Commission shall be a five member commission which shall consist of two members selected by the Association and two members selected by the Board of Control. A fifth member, who shall act as chairperson of the Reappointment and Tenure Commission shall be selected by agreement between the Board and the Association. In the event they are unable to agree upon a Chairperson within thirty (30) days, either of them may request the American Arbitration Association to select a person to act as Chairperson of the Commission. After the Chairperson has been selected a hearing shall be held by the Reappointment and Tenure Commission and the Commission shall assemble all evidence it deems relevant to a determination of the questions raised before it by the parties. In order to reach such a decision the majority vote of the R.T.C. is required. The decision reached by the R.T.C. on matters involving non-renewal of pre-tenure or tenured faculty members, discharge of any faculty member or the failure to grant tenure shall be final and binding on all parties to this agreement. On matters regarding promotion and sabbatical, where R.T.C. affirms the decision of P.P.C. or F.R.D.C., the decision shall be final and binding on all parties. However, where R.T.C. disagrees with the decision of P.P.C. or F.R.D.C., the matter shall be returned to P.P.C. or F.R.D.C. for further review.

Necessary clerical support shall be provided by the College. The cost of an arbitrator shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

H 2.3.10.1 R.T.C. PROCEDURE.

The following hearing procedures and standards shall be adhered to by the Commission:

(1) The Commission may review the complete P.P.C. record of the individual concerned, including the evaluation record, and the minutes, records, report and recommendations of the P.P.C. The evaluation report and recommendations of PPC must be in writing;

(2) The requirements of this agreement and all other documents deemed relevant to the case shall be reviewed by the commission;

(3) The hearing shall be public or private at the discretion of the faculty member but, if private, shall include an observer designated by the Association;

(4) The commission shall determine the order of proof and the acceptability of evidence or testimony;

(5) Witnesses may be questioned by the parties to the case and by the commission;

(6) The faculty member shall be permitted to be represented by his/her own counsel throughout the hearing;

(7) The faculty member shall be assisted by the commission if necessary, in securing the attendance of witnesses;

(8) The faculty member shall have the opportunity to be confronted by all witnesses adverse to him/her;

(9) The commission may proceed to decision promptly, without having the record of the hearing transcribed, where it determines that a just decision can be reached by this means; or it may await the availability of a transcript of the hearing if its decision would be aided thereby;

(10) The commission shall apply and adhere to the provision of Article C 3 in evaluating evidence and rendering its decision;

(11) In a case of discharge or termination, the commission shall make explicit findings with respect to each of the grounds for discharge or termination presented, and write a reasoned opinion; and,

(12) The commission's decision shall be forwarded to the faculty member involved, the president of the College, and the president of the Association within thirty (30) days of the close of the hearing.

H 2.3.10.2 GRIEVABILITY.

All grievable matters in this article not specifically grievable to the R.T.C. shall be subject to the regular grievance process detailed in Article K, below.

H 2.4 LAYOFFS.

In the event of a layoff of a faculty member because of financial exigencies, insufficient enrollment in a program of the College in which the faculty member is teaching, or discontinuance of specific programs of instruction in which the faculty member is teaching, it is agreed that the member shall receive one year's notice of such termination. If the conditions which brought about the need for such termination are removed during said year, the member will not be laid off. It is

also agreed that the College will cease to employ any part time personnel in other areas of the involved faculty member's competency who are teaching courses which the faculty member(s) is/are also qualified and able to teach, prior to giving the above mentioned one year's notification to the full time faculty member (or prior to the immediate termination discussed below).

In the event that drastic cuts in state financial support to the College occur, the above mentioned one year's notice of lay off may be waived; however, failure to give the said one year's notice shall be justified only by establishing that such drastic cuts in state financial support did occur and that other areas of the College budget were reduced in a manner equivalent with the savings reflected by the reduction in bargaining unit personnel.

If a layoff of one or more faculty members is involved as set forth above, and more than one faculty member is qualified to teach the courses involved in the area of reduction, layoff will be in order of seniority (seniority being defined as years of teaching experience at Saginaw Valley State College). Further, any person so laid off under this subsection will be recalled to employment at Saginaw Valley State College if any opening within the bargaining unit arises which the individual involved is qualified to fill within one year from the date of such layoff (or within two years from the date of such layoff, if the layoff was on the emergency basis without the one year's notice as set forth above).

H 2.5 EXPERIENCE RANKINGS.

For purposes of tenure and promotion, all present staff who were acted upon by the former Rank and Tenure Committee will retain the experience credit for work experience at places other than Saginaw Valley State College which was set by that Committee. All other present faculty shall be evaluated by the Professional Practices committee to obtain a similar experience credit. In reviewing such applications, the Professional Practices Committee shall consider as prior experience, only full-time teaching experience at the rank of instructor or above at an accredited university or college and/or equivalent professional experience related to the field of teaching to be undertaken. The maximum experience credit will be two years of such prior experience. A faculty member may rescind such experience credit so as to delay a tenure or promotion decision. Such decision may be complete or partial.

With regard to any new faculty hired by the Institution, the above ratings shall be established and included in the individual's initial contract of employment. If not so included these experience rankings shall be established by P.P.C.

In event that the College administration and the Professional Practices Committee, or the Association, or the faculty member, disagree of any of the above rankings, it shall be a grievable matter to the P.T.C.

H 2.6 CONTINUATION OF BENEFITS.

Discharged faculty members may continue fringe benefits at their own expense for the remaining portion of the fiscal year following notice of discharge if such option is available under insurance regulations.

ARTICLE I DEPARTMENT ORGANIZATION AND DUTIES

I 1.

Through secret ballot, department chairpersons shall be elected by the faculty members of the respective department for a two year term, with the term to commence in the spring semester of even numbered years. On the petition of two-thirds (2/3) of the members of the department, who are eligible to vote, the appropriate dean or director will call for a new election of a department chairperson. Such an election may be petitioned for at any time, but not more than once during an academic year. If at any time the College administration is dissatisfied with the department chairperson's performance of his or her duties, the College administration will so indicate to the department, at which point a new election will be called.

In the event of a departmental reorganization, a new election will be held in department(s) involved within thirty (30) days of the effective date of the reorganization.

I 2.

The departmental chairperson shall chair department meetings and coordinate departmental activities, including the activities of departmental clerical, laboratory and teaching assistants as mandated by the department.

I 3.

The department chairperson, at the initiative of the department, shall coordinate matters of departmental concern including class schedules, teaching assignments of faculty members, number of preparations, departmental budgets and class size, and is responsible for advising the dean or director on such matters and other matters of departmental concern. The chairperson is also responsible for the performance of all departmental duties. Deans or directors will meet and confer at regular intervals with department chairpersons individually and collectively to discuss such matters as budget, class schedules, class size, hiring, teaching assignments of faculty members, number of preparations, and other relevant matters.

I 4.

In the event that the department and the dean or director disagree over the resolution of the aforementioned conflicts, the department may take the matter to the office of the Vice President for Academic Affairs for final resolution.

I 5.

It shall be the responsibility of the department chairperson to present the staffing needs of the department to the appropriate dean or director. When the authorization to begin recruitment has been approved by the Vice President for Academic Affairs to fill an open position within a department, a selection committee will be established in accordance with procedures developed by the department in consultation with the appropriate dean or director. Applicants will be those applying to the Director of Personnel and directly to the chairperson of the Selection Committee. The Affirmative Action Plan of the College must be followed in all cases. Any applicant who meets the established and approved qualification criteria described in the position announcement may be upgraded to the status of a "candidate" by either the departmental selection committee or the dean or director.

When forwarding a positive recommendation that a candidate shall be hired, the selection committee shall also indicate on an appropriate Affirmative Action Office form the reason for rejecting the other candidates. The dean or director may accept or reject the recommendation of the departmental selection committee; provided, however, that if the recommendation is rejected, the reasons shall be submitted in writing to the

department. In the event the department and the dean or director continue to disagree over subsequent recommendations, not to exceed a total of three, the matter will be resolved by the Vice President for Academic Affairs.

I 5.1

Credit shall only be given for a course taught by an individual properly affiliated with and accepted by the appropriate department and respective Dean. If the department and Dean do not agree with regard to faculty, the matter will be referred to the Vice President for Academic Affairs for resolution. The Vice President for Academic Affairs' decision with regard to adjunct faculty shall be final. If the department disagrees with his/her decision with regard to full-time faculty, the department shall have the right to appeal to an internal R.T.C. The decision of the R.T.C. shall be final and binding.

I 6.

The department chairperson will provide his or her dean or director with information about publications and other outside professional activities of the members of his/her department.

I 7.

The chairperson will provide his or her dean or director with information necessary for preparing the College's annual budget request for the following fiscal year.

I 8.

A department will not be established until there are three (3) or more full-time equivalent faculty members, further, a School/Division will not be organized into departments until there are at least two (2) distinct departmental areas represented.

Current departments with fewer than three (3) full-time equivalent faculty members will be aligned with other existing departments during the life of this agreement.

I 9.

In the event that any department is unable to agree upon and elect a new department chairperson within two weeks after cessation of the old chairperson's holding of office, as set forth above, the College administra-

tion, after giving notice to the faculty of the department may appoint the department chairperson involved, who shall thereafter be treated as if he or she had been elected.

I 10.

Each department will prepare a budget in conjunction and agreement with the appropriate dean or director. Any subsequent changes shall be explained and discussed with the department and with the meeting of department chairpersons by the appropriate dean or director.

I 11.

Such teaching aids as maps, library books, laboratory equipment, films, etc., that are deemed necessary by the departments, shall be budgeted and funded on an institution wide priority basis.

ARTICLE J COMPLAINT

A complaint is an informal claim by an employee, employees or group of employees in the faculty, or by the Association of improper, unfair, arbitrary or discriminatory treatment. Any employee in the faculty may present and discuss his complaint either with or without a representative or agent of the Association. Similarly, a representative or agent of the Association may present and discuss a complaint on behalf of any employee or group of employees with a College representative involved or the institutional officer to whom he is responsible and shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

ARTICLE K GRIEVANCE PROCEDURE

K 1. DEFINITION.

A grievance is a formal alleged violation of this agreement. No reprisals of any kind shall be taken against any faculty member for participating in any grievance. Grievances shall be processed as rapidly as possible. The number of days indicated at each level shall be considered a maximum, and every effort shall be made to expedite the process in a shorter period of time. It is agreed that the aggrieved party and the Association shall be furnished with any information required in the processing of any grievance or com-

plaint, subject to the privacy protection set forth in the section on personnel files.

If the Association committee for contract grievances has determined that the grievance arises out of the Agreement; that, as a matter of policy, the Association wishes to pursue the grievance; and that the grievance procedure is the proper method to use for resolving the problem, the Association committee for contract grievances shall identify the clauses in the Agreement which are the basis for the grievance, and specify remedies for the alleged violation of this Agreement.

K 2. PRESENTING A GRIEVANCE.

K 2.1 STEP ONE (1), OFFICE OF DEAN OR DIRECTOR (WRITTEN).

If the grievant and the Association wish to file a grievance, the statement prepared by the Association committee on contract grievances must be presented to the office of the respective dean or director within sixty (60) days of the date a member of the faculty has knowledge or reasonably should have had knowledge of the occurrence of the grievance, in order for the matter to be proper for the grievance procedure.

Following submission of the written grievance, a time for meeting between the grievant and a representative from the Association and the dean or director shall be arranged within seven (7) days after submission of the written grievance. The meeting shall be held not later than ten (10) days after submission of the written grievance. The Association representative may fully represent the grievant in the grievant's absence. Other persons may attend to provide information.

The office of the respective dean or director shall answer the grievance in writing within seven (7) calendar days from the date of the meeting at which the grievance was discussed. If the dean or director does not so timely answer, the grievance shall be treated as granted. A grievance not appealed, as provided in Step 2 below, within seven (7) calendar days after the answer from the office of the respective dean or director shall be considered settled on the basis of the last answer and not subject to further review.

K 2.2 STEP TWO (2), OFFICE OF THE VICE PRESIDENT FOR ACADEMIC AFFAIRS.

If the matter is not resolved at the first step, the Association committee on contract grievances shall meet

and reconsider the matter. If after the meeting, the Association committee on contract grievances wishes to carry the matter further, it shall, within seven (7) calendar days after the first step result, submit the matter to the Office of the Vice President for Academic Affairs with a notice that the answer of the office of the respective dean or director with respect to the grievance is not satisfactory.

Following such submission, a time for meeting between the grievant, and a representative from the Association and the Vice President for Academic Affairs, or his designee, shall be arranged, to be held no later than ten (10) days from the date of submission. The Association will prepare a record which will consist of the original written grievance prepared by the Association, written answers to the grievance and other written records as there may be in connection with the matter together with any additional information and the facts the Association deems pertinent, and present the same to the office of the Vice President for Academic Affairs. Other persons, at the request of either party, may attend to provide information. The Office of the Vice President for Academic Affairs will render a written decision on the matter within seven (7) days from said meeting. If the Office of the Vice President for Academic Affairs does not timely answer, the grievance shall be treated as granted.

K 2.3 STEP THREE (3).

Step 3 of the grievance procedure will vary, depending upon the type of grievance involved. A grievance at Step 3 can proceed either by Step 3A or Step 3B and 4 as set forth below.

K 2.4 STEP 3A.

Grievances in the following areas will proceed pursuant to Step 3 A.

K 2.4.1

Termination of a faculty member for good cause after said faculty member has obtained tenured status.

K 2.4.2

Objections to the College curriculum as specifically set forth in Article F 2 of this Agreement.

K 2.4.3

Unless specifically stated to the contrary elsewhere

in this Agreement, violations of any specific undertakings set forth in Articles D1, D2, D3, D4, D5, D6, D7, D8, D20, D24, D30, 18, 19, Article M and Article N in this Agreement, insofar as these clauses relate to the areas of salary and fringe benefits or class size and schedules.

K 2.4.4

Any claim that a faculty member is being discriminated against because of his or her membership or lack of membership in the Association or activities on behalf of the Association, race, creed, religion, color, national origin, age, sex, marital status or handicap.

K 2.5 STEP 3 A PROCEDURE.

If the matter is not resolved at the second step, the Association committee on Contract Grievances shall meet and reconsider the matter. If the Association wishes to carry the matter further it shall within seven (7) days after the College's answer at the second step, either submit the matter to the College Conference on Contract Grievances (C.C.C.G.), or it shall notify the Vice President for Academic Affairs that it wishes to submit an immediate notice of submission to arbitration (pursuant to the procedures set forth in K 2.6).

K 2.5.1 College Conference on Contract Grievances.

The C.C.C.G. shall consist of three (3) members selected by the Faculty Association and three (3) members selected by the Administration.

K 2.5.1.1 Selection.

The selection of the C.C.C.G. members shall be according to the following procedure. By September 15 of each year, the Faculty Association and the Administration shall each prepare a list of eight (8) potential C.C.C.G. members. At the same time, these lists shall be exchanged by both the Faculty Association and the Administration shall have the right to strike two names from the other's list. The members remaining on the Faculty Association list and the members remaining on the Administration list shall constitute the respective C.C.C.G. Pools. These pools shall be selected by October 1 of each year and shall serve until September 30th of the following year. As soon as is practicable, but not more than 10 days following the presentation of a matter to C.C.C.G., the Association and the Administration shall each select three (3) members from their respective pool to comprise the C.C.C.G. for this particular matter.

E 2.5.1.2 Procedure.

The six (6) member C.C.C.G. shall meet within seven (7) days after the selection process has been completed to hear the grievance and render a written decision within thirty (30) days. A decision based upon majority vote shall be final and binding on both parties.

If the C.C.C.G. is unable to reach a majority decision within the thirty (30) days, it shall notify both the College and the Faculty Association.

E 2.6 STEP 4 A ARBITRATION.

If the matter is not resolved at the third step, the Association committee on contract grievances shall meet and reconsider the matter. After the meeting, if the Association committee on contract grievances wishes to carry the matter further, it shall within seven (7) days after the C.C.C.G.'s notice at the third step, submit written notice of submission to arbitration. The Board representatives and the Association committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days, the grievance may be submitted to the American Arbitration Association by either party for a binding decision, using the rules of procedure of the A.A.A. including selection of an arbitrator, from a rotating panel submitted by the A.A.A.

E 2.6.1

Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party except in cases of newly discovered grounds or evidence. The arbitrator shall not have power to alter, add to or subtract from, the terms of the agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

E 2.6.2

The decision of award shall be binding upon the Association, the Board and the employees affected thereby. The cost of arbitration shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

E 2.7 STEP 3 B.

Grievances involving any area of this Agreement not

specifically described above for processing under Steps 3A and 4A or pursuant to R.T.C. shall proceed pursuant to Steps 3B and 4B as follows:

R 2.8 STEP 3 B PROCEDURE.

If the matter is not resolved at the second step the Association shall meet and reconsider the matter. If the Association wishes to carry the matter further, it shall within seven (7) days after the College's answer at the second step, appeal the decision to the College Conference on Contract Grievances. The C.C.C.G. shall be selected and shall proceed as provided in Articles R 2.5.1 and R 2.5.1.1.

R 2.9 STEP 4B BOARD OF CONTROL.

If the matter is not resolved at Step 3B, the Association committee on contract grievances shall meet and reconsider the matter. If after the meeting the Association committee on contract grievances wishes to carry the matter further, it shall, within seven (7) calendar days after the Step 3 B result, submit the matter to a three member panel of the Board of Control of Saginaw Valley State College. The panel shall be selected by the Chairman of the Board of Control. Insofar as possible, the matter shall be submitted to the said panel on the basis of the written records described above. This shall not preclude any party from personally appearing before the Board. Either party may also submit a written position paper to the Board.

Following such submission, if any party feels that factual matters remain in dispute, any party may request a meeting between the Grievant (and if he or she request, a representative from the Association) and the three member panel of the Board of Control within twenty (20) days from the date of submission. Other persons, at the request of either party, may be invited to provide information. The three member panel of the Saginaw Valley Board of Control shall render a decision on the matter, which shall be final, within seven (7) days from said meeting.

R 2.10 MISCELLANEOUS PROVISIONS.

R 2.10.1

Grievances shall be presented and handled in such a manner as not to interfere with the day to day orderly conduct of the College. All hearings and meetings shall normally be scheduled so as to avoid any interference with scheduled classes or office hours, but, when neces-

eary, participants will be released from other obligations.

K 2.10.2

Time limits at any step of the grievance procedure may be mutually extended if documented in writing.

K 2.10.3

Days referred to in the time limits at any step of the grievance procedure refer to calendar days only.

K 2.10.4 NO REPRISALS.

No reprisals of any kind shall be taken against any faculty member for participating in any grievance.

K 2.10.5 GRIEVANCE FILE.

All documents, communications and records arising as a result of a grievance except for the decision constituting final disposition shall be filed separately from the personnel files of participants and destroyed at the conclusion of the grievance proceedings.

K 2.10.6 AVAILABILITY OF INFORMATION.

It is agreed that the aggrieved party and the Association shall be furnished with any information in the possession of the Board and/or its agents necessary for the processing of any grievance or complaint.

K 2.10.7 IN ACCORD WITH THE CONTRACT.

If a grievant has a grievance which he wishes to discuss with a supervisor, he is free to do so informally without recourse to the formal grievance procedure. However, no grievance shall be adjusted contrary to the Agreement without prior notification to the Association and an opportunity for an Association representative to be present.

K 2.10.8 WITHDRAWAL OF GRIEVANCE.

A grievant may withdraw the grievance at any level. However, if in the judgment of the grievance committee, the grievance affects the welfare of the faculty, the grievance procedure may be continued as a grievance of the Association.

ARTICLE L MANAGEMENT RIGHTS

The Board of Control retains all rights, duties, powers and privileges granted it by law, including the right to operate the College, determine the scope of College operations and establish reasonable rules to maintain order and efficiency in College operations, except to the extent such rights, duties, powers and privileges are specifically abridged by this Agreement.

ARTICLE M FRINGE BENEFITS

M 1. LIFE INSURANCE.

M 1.1 COLLECTIVE LIFE INSURANCE.

The College will contribute four and no/100 ($4.00) dollars per month toward the premium of collective life insurance policy. When the plan provided in Article 1.2, below is implemented, the Collective Life Plan will be discontinued. Individual participants may continue the Collective Life Plan by direct payment to the carrier.

M 1.2 GROUP LIFE INSURANCE.

No later than October 1, 1981, the following schedule of life insurance benefits will be implemented at no cost to the faculty member:

Age	Annual Salary Multiple
Less than 35	4.0
35 but less than 40	3.5
40 but less than 45	3.0
45 but less than 50	2.5
50 but less than 55	2.0
55 but less than 60	1.5
60 and over	1.0

The plan provides for a Principal Amount of Accidental Death and Dismemberment (A.D.&D.) benefits equal to the amount of life insurance, except that the maximum amount of A.D.&D. benefits is $130,000.00.

M 2. DISABILITY INSURANCE.

The College will continue its present disability insurance program for all actively working faculty employees, after one (1) year of continuous employment, subject to the terms, definitions and conditions of eligibility of the actual insurance policy, with benefits payable under said policy of sixty percent (60%) of

the first two thousand ($2,000) dollars of monthly salary plus forty percent (40%) of any excess to a maximum monthly disability income of two thousand ($2,000) dollars, subject to a three month eligibility period as defined in said policy. The College shall have the option to change carriers to provide equivalent coverage.

M 3. HEALTH INSURANCE.

Saginaw Valley State College will maintain the existing Blue Cross/Blue Shield health insurance plan for the benefit of all working faculty members and their spouses and dependent children subject to all terms, definitions and conditions of eligibility. The College shall have the option to provide equivalent coverage and agrees to pay the following amounts towards the monthly premium for this insurance:

Caps:	Effective Dates	Monthly Premiums
	July 1, 1984	$180.00
	November 1, 1985	$200.00
	November 1, 1986	$225.00

A college-wide study committee will examine alternative health plans or possible revisions in current coverage in an attempt to contain health insurance costs within the proposed maximums.

M 3.1 HEALTH MAINTENANCE ORGANIZATION.

The College will provide an option for faculty members to join a plan which qualifies as a Health Maintenance Organization. Further, the college agrees to pay the cost towards the premiums for such a plan not to exceed the amounts set forth in paragraph 3., above.

M 3.2 DENTAL INSURANCE.

The College will pay the full cost of a single-subscriber premium for a basic dental plan.

M 3.3 VISION INSURANCE.

The College will provide the full cost of single subscriber vision insurance coverage comparable to the BC/BS A-80 optical plan.

M 4. RETIREMENT.

Retirement will normally occur at the end of the fiscal year in which a full-time faculty member attains

the age of sixty-five. However, if the faculty member wishes to do so, he may submit a request to the President and the Board of Control for a one-year extension of contract. If such a request is received and the President and the dean to whom the faculty member would be responsible recommend such an extension, it shall be within the discretion of the Board to make such an extension. Following the same procedure, subsequent one-year contracts may also be issued by the Board. However, no contract for full-time teaching may be issued after the fiscal year in which the faculty member achieves the age of seventy.

In accordance with Article A.5 of this contract requiring adherence to the law, and in recognition of the fact that the Employee Retirement Income Security Act of 1974 is now in effect, and that the current Retirement Plans of the Teachers Insurance and Annuity Association of America and the College Retirement Equities Fund provide full and immediate vesting as defined by the foregoing act, the following changes shall become effective on the date (January 1, 1976) required by the Federal Act or on any later date specified by the Federal agency charged with the administration of the appropriate portion of the Act:

M 4.1 PARTICIPATION.

The Retirement Plan will cover all full-time actively working members of the faculty.

Participation of eligible employees shall be:

(a) Voluntary on employment.

(b) Required after completion of one (1) year of service and attainment of the age of 30.

M 4.2 RETIREMENT AGE.

Except as provided above, all participants in this retirement plan shall normally retire at the end of the fiscal year in which they attain age 65, herein called normal retirement age. Faculty may delay retirement until the end of the fiscal year in which they attain age 70.

M 4.3 CONTRIBUTIONS.

Contributions, including spring/summer, to this retirement plan for all actively working members of the faculty shall be made in accordance with the following schedule:

On Salary Below $12,000

Effective Date	Institution
July 1, 1984	12.5%
January 1, 1985	12.0%
July 1, 1985	11.0%

On Salary Above $12,000

Effective Date	Optional By Participant	Institution
July 1, 1984	2.5%	12.5%
January 1, 1985	3.0%	12.0%
July 1, 1985	4.0%	11.0%

Saginaw Valley State College shall deduct the contributions of the participant from regular salary payments, add its own contributions (limited to the above proportion of base salary) and apply the combined sum to the purchase of retirement benefits for the participant as follows:

M 4.3.1

At the election of the participant, 100 percent, 75 percent, 25 percent, or any proportion within a 25 percent to 75 percent range of such combined sum will be forwarded to Teachers Insurance and Annuity Association as a premium for a T.I.A.A. retirement annuity contract on the participant's life.

M 4.3.2

The balance, if any, of such combined sum will be forwarded to the College Retirement Equities Fund as a premium for a C.R.E.F. retirement annuity certificate on the participant's life.

M 4.4 CONTRACTS.

Each T.I.A.A. retirement annuity contract and C.R.E.F. certificate is for the sole purpose of providing a retirement and/or death benefit and is the property of the individual participant.

M 4.5 REPURCHASE.

In the event a participant in TIAA-CREF leaves the employ of Saginaw Valley State College for reasons other

than retirement or disability and requests repurchase of his annuity, Saginaw Valley State College will approve such repurchase provided it meets the conditions under which TIAA-CREF will repurchase annuities.

The Board of Control will review and revise the foregoing repurchase policy to allow "partial repurchase" as provided in the Employees Retirement Income Security Act of 1974, and in accordance with regulations issued by the appropriate agency of the Federal government charged with enforcement of the Act.

M 4.6 AMENDMENT.

The above stated retirement policy is amended as follows:

Whereas a new retirement transition benefit option has been authorized by the Teachers Insurance and Annuity Association of America and the College Retirement Equities Fund which permits an annuitant to elect to receive a one-sum payment of up to 10% of his accumulation at the time he or she starts to receive his/her annuity income, provided:

M 4.6.1

He or she is 55 years or older at the time,

M 4.6.2

The one-sum payment from each T.I.A.A. or C.R.E.F. contract does not exceed 10% of the contract's accumulation then being converted to annuity payments, and

M 4.6.3

The last institution contributing to his/her annuity (normally the institution from which he/she is retiring) has approved the option for use by its retiring staff members.

M 4.7 POLICY FOR REQUIREMENTS FOR ENTRY INTO RETIREMENT PROGRAM.

Subject to the provisions of any E.R.I.S.A. guidelines, the general policy for entry into the retirement program shall be as follows:

M 4.7.1 EXISTING EMPLOYEES.

(Those who did not enter upon initial employment.)

M 4.7.1.1

Enter June 1 to June 30 to take effect on wages received in next fiscal year.

M 4.7.1.2

Enter December 1 to December 31 to take effect on wages received in next calendar year.

M 4.7.2 NEW EMPLOYEES.

New employees have a 30 calendar day period to enter program starting from official entry date on payroll.

M 5. SICK LEAVE.

M 5.1 GRANT OF SICK LEAVE UNITS.

M 5.1.1

Sick leave allowances of sixty (60) sick leave units for a basic two (2) semester contract are granted to full-time actively working faculty members. A sick leave unit is defined as covering one (1) credit hour of teaching time; for example, if a faculty member did not teach any classes for a week, and that faculty member had a twelve (12) credit hour teaching load, the faculty member would be charged with twelve (12) sick leave units. Sick leave units are granted at the commencement of a faculty member's duties during any fiscal year. Up to forty (40) of any unused sick leave units granted for the basic two (2) semester contract will accumulate in the individual's sick leave bank; however, the maximum such accumulation for a carry over from fiscal year to fiscal year is one hundred twenty (120) sick leave units. Further, any faculty member who teaches the spring and/or summer one-half (1/2) semesters in addition to a basic two (2) semester contract will be granted ten (10) additional sick leave units for each additional one-half (1/2) semester taught; provided however, that such sick leave units, if unused, will not accumulate.

M 5.1.2

Faculty members who are actively working part-time on a regular basis and permanent basis shall be entitled to sick-leave benefits prorated on the basis of the proportion of the position to a regular full-time position. Faculty members who work only a portion of the contract period shall be entitled to sick-leave benefits prorated on the basis of the proportion of the member's credit hour load compared to a regular credit hour load.

M 5.2 USE OF SICK-LEAVE UNITS.

M 5.2.1

Under the conditions of the sick-leave provisions, all regular or part-time faculty members may use their sick-leave units in any month of the year in which they are scheduled on the payroll.

M 5.2.2

A faculty member who is off from work because of a compensable injury (Workmen's Compensation) will not be regarded as being on sick-leave and will not be charged as using sick-leave units.

M 5.2.3

Each faculty member desiring consideration for sick-leave benefits may be required to file with the College either a physician's statement or a sworn affidavit that the claim of sick leave absence is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time and the faculty member's pay will be reduced accordingly.

M 5.2.4

Disability verified by a physician's statement shall be treated as a sickness for purposes of this section, as shall a pregnancy similarly verified as disabling. The College may require an additional physician's examination, at the College's expense.

M 5.2.5

Whenever a faculty member has used up all of his/her sick-leave credit and bank, he will be removed from the active payroll until he/she reports back to duty, except that such faculty member may be retained on the payroll for an additional two week period if his or her classes are covered without pay by other members of the faculty qualified to teach the classes involved.

M 5.2.6

All absences from work other than sick-leave, and other approved leaves with pay, will be without pay and proper deductions will be made from the faculty member's paycheck.

M 5.2.7

Any regular or part-time faculty member will be considered absent if he or she fails to appear for his/her regularly scheduled teaching duties on any day because of illness or injury, and his/her sick-leave yearly account will be debited for that day.

M 5.3 RECORDS AND REPORTS.

M 5.3.1

The College shall maintain a sick-leave record on all faculty employees. The record shall be credited with earned sick-leave credit and debited periodically as sick-leave benefits are used. The adjustment for accumulated sick-leave days shall be made at the end of each fiscal year. Upon adjustment, the faculty member will be notified of same and if there is any disagreement it must be pointed out to the College within seven (7) days after receipt of such notification.

M 5.3.2

Faculty members must notify their respective chairperson's office, or divisional office as the case may be, and the faculty secretary at the earliest opportunity, when they will be off work because of illness. Department Chairpersons shall maintain a record of all sick-leave used by each faculty member and report same on a monthly basis to the Dean/Director's office. Although absence due to illness must be reported, sick leave will not be debited if the class is rescheduled to a time convenient to the students or if it is covered by another qualified faculty at no cost to the College.

M 5.3.4

The department in consultation with the appropriate Dean/Director will have the responsibility for locating a substitute teacher for any faculty member who is on sick leave for a period which is long enough to necessitate his or her absence for more than either two one-hour classes or one two-hour class.

M 6. DEFINITIONS.

M 6.1

Working Day - Any day of the week the faculty member has a class scheduled.

M 7. FRINGE BENEFITS.

M 7.1

While salary and retirement payments shall cease after expiration of sick days as set forth above, the College's contributions toward health insurance, life insurance and disability coverage will continue for the period of sickness, pregnancy or other disability up to a maximum period of three (3) months. A leave for the period of such disability will be granted for a maximum one (1) year period. After the expiration of such year, the faculty member involved may request yearly extensions of such period of leave from the Board of Control.

M 8. PERSONAL LEAVE.

Each faculty member will be provided a total of twelve (12) class hours and five (5) office hours of personal leave time during each fiscal year which he or she may use for such purposes as religious holidays, personal business, funerals, etc.; provided that twenty-four (24) hours notice will be given to the department chairperson and appropriate Dean/Director except in emergencies. Personal leave will not be debited if the class is rescheduled to a time convenient to the students or if it is covered by another qualified faculty at no cost to the College. Except under circumstances of emergency, if a faculty member requires an absence which exceeds one day to conduct personal business, he/she shall submit a request to the office of the appropriate dean for approval prior to commencing such leave.

M 9. SABBATICALS.

The College will give due consideration to applications for sabbatical leave for full-time, salaried members of its teaching staff, such privileges being limited ordinarily to personnel of the rank of assistant professor, associate professor, and professor, subject to such general circumstances as may prevail and the following specific conditions:

M 9.1

An applicant shall have served this College continuously for six (6) years before he or she is eligible for such leave. If an individual is not granted or does not apply for or accept a sabbatical leave when eligible, the time in service in excess of six years shall apply to the period of eligibility for the subsequent sabbatical leave eligibility period.

Such an individual shall be eligible for the second sabbatical leave in his/her fourteenth year of service regardless of when the first sabbatical leave is taken. Such sabbatical leaves, however, may not be taken or granted in consecutive years.

M 9.2

Years of service, quality of service and quality of proposed activities shall be taken into account in the consideration of such applications according to the weights set forth below.

Years of Service	Quality of Service	Quality of Proposal
6 yrs .333	.333	.333
7 yrs .417	.333	.25
8 yrs .467	.333	.20
9+yrs .50	.300	.20

Years of service shall be assigned a value of 10 and weighted as above. Quality of service shall be rated from 1-10 according to the guidelines for promotion and tenure set forth in Article H1 and weighted as above. Quality of proposal shall be evaluated on a scale from 1-10 and weighted as above.

These criteria shall be applied in the following way. Each weight shall be multiplied by the value assigned to that criterion and added to the other criteria. For example, a member after six (6) years of service, with Quality of Service rated seven (7) on a ten-point scale and Quality of Proposal rated nine (9) on a ten-point scale would receive the following value for sabbatical:

$$.333\ (10) + .333\ (7) + .333\ (9) = 8.658.$$

M 9.3

Sabbaticals shall be granted according to the values obtained from combining the weights. The members with the highest values shall be given priority for choosing from the sabbatical arrangements specified below. At least seventy-five (75) percent of those eligible and recommended by the Professional Practices Committee shall be granted unless financial exigency (10% cut in State appropriations) is demonstrated. In no case, however, shall more than 18% of the faculty be on such leave in any year.

M 9.4

Where practical, in the judgment of the administration, the applicant may exercise choice between requests for:

M 9.4.1

leave for two (2) trimesters at half normal salary.

M 9.4.2

leave for one (1) trimester at full salary

M 9.4.3

maintenance of half regular teaching load (with scheduling priority to allow a one or two (1-2) day per week schedule) for one academic year at regular salary.

M 9.4.4

maintenance of regular full-time teaching load during the academic year with leave for three successive spring or summer terms with supplemental contracts issued at a pro rata basis (5/6 of full-time) not to exceed the compensation rates established in paragraph 9.4.1 and 9.4.2 above. Election of this option by the faculty member constitutes a waiver of any right to a spring/summer appointment during the three year period of leave.

In any case the total period of leave shall not exceed three trimesters.

M 9.5

The rate of compensation expressed above shall not be inflexible but considered as maximum, subject to modifications where necessary.

M 9.6

Such sabbatical leaves of absence shall be limited distinctly to purposes that clearly promise reciprocal advantage to the College through enhancement of professional competence through study and research, writing, or cognate pursuits. Applications shall be made in writing and shall include a plan for the use of the sabbatical time.

M 9.7

No such leaves shall be granted for the purpose of taking up employment for pecuniary advantage elsewhere, academic or otherwise.

M 9.8

Such leaves shall always be conditioned upon the feasibility of local departmental arrangements, which will preclude any loss of efficiency in the department, any substantial deviation from the announced program of instruction or administrative services, or any material addition to the College budget.

M 9.9

All fringe benefits will be continued during the period of such sabbatical leave.

M 9.10

The faculty member agrees that on return from sabbatical leave he/she will give the College at least one additional academic year of service. The faculty member will, before receiving any compensation for the sabbatical leave, sign a promissory note agreeing to repay such compensation if he or she does not serve for one additional academic year after completing the sabbatical leave.

M 10. LEAVE OF ABSENCE.

Leaves of absences for a period of up to one (1) year without salary or any fringe benefits may be granted at any time at the discretion of the Board of Control.

M 10.1

A child caring leave of one (1) year may be granted without salary or any fringe benefits. A one year extension may be granted by the College. Upon the mutual agreement of the College and the Association, additional extensions shall be granted. Years of service for tenure, promotions and sabbatical leave shall not accrue during a child caring leave.

M 11. JURY DUTY.

A faculty member required to perform jury duty will continue to be paid his or her usual salary, less jury pay received, during the period of such jury duty.

fringe benefits shall continue to be paid during the period of jury duty.

M 12. FRINGE BENEFIT BASE.

The College will continue in accordance with its past practice for computing salary base for purpose of fringe benefits, in accordance with the relevant insurance regulations. Any faculty member who performs all duties under his or her basic two semester contract shall be entitled to fringe benefits for the entire fiscal year.

M 13. PRIVILEGE OF FACULTY TO CONTINUE BENEFITS.

M 13.1

For those unpaid leaves which do not provide for the continuation of benefits during the leave, the Board shall make provision for the faculty member to continue any or all such benefits at his or her own expense, if available under insurance regulations.

M 13.2

Subject to conditions established by the carrier, faculty members may upon retirement continue to participate in group medical, dental and vision insurance plans by paying the appropriate premiums. To be eligible, a faculty member must have been employed by the College for not less than five years.

M 14. SALARY PLACEMENT ON RETURN.

Upon return to active campus assignment, the faculty member who has been on full or partial pay leave shall be placed upon the salary schedule at that position which would have been occupied had the service been continuous. Time on full or partial pay leave shall be considered as continuous service for all matters in which it is a factor at the Institution. The above points will be negotiated with the faculty member involved, with Association involvement, in the event the faculty member is going on an unpaid leave.

M 15. LEAVE EXTENSION.

Leaves granted for experience, professional service, advance study, Fulbright, exchange teaching or by mutual consent may be extended annually by written request from the faculty member to the Board. Such request for extension must be made as early as possible and at least ninety days prior to the termination of the faculty member's current leave.

M 16. BENEFICIARY RIGHTS.

The College's past practice with regard to rights of beneficiaries under a deceased faculty member's life insurance, retirement benefits, etc. shall be continued.

M 17. STATE AUTOMOBILE INSURANCE.

The College will continue its present insurance policy with regard to the liability coverage for faculty members operating their own or State vehicles on Institution business. Reference to the insurance policy is suggested for details; however, it is noted for explanatory purposes that in order to have liability coverage on Institution business while driving a personal car, the faculty member involved must have personal automobile liability insurance in the amount of $25,000, $50,000/$5,000.

M 18. SUBSTITUTE PAY.

Faculty members may teach classes as substitutes for faculty members on sick leave or personal leave as a professional courtesy. However, faculty members who have substituted for others in excess of the hours they have required substitutes will be paid for such substitute teaching at the part-time rate on a pro rata basis. (With the exception of those teaching under the provisions of Article M 5.2.5.)

ARTICLE N SALARIES

N 1. BASE SALARY RAISES.

N 1.1

Members of the faculty who were employed under a basic two semester appointment during the 1983-84 fiscal year will receive a five percent (5%) increase. The across the board increase shall be effective July 1, 1984.

N 1.2

Members of the faculty who were employed under a basic two semester appointment during the 1984-85 fiscal year will receive a five and one-half percent (5.5%) increase. The across the board increase shall be effective July 1, 1985.

M 1.3

Members of the faculty who were employed under a basic two semester appointment during the 1985-86 fiscal year will receive a six percent (6%) increase. The across the board increase shall be effective July 1, 1986.

M 2. DOCTORATE RAISES.

Any member of the faculty who obtains a recognized doctorate shall receive an automatic $1,000.00 increase, prorated from the time in the year that the faculty member obtains said doctorate. The obtaining of the doctorate will not result in automatic promotion, but the experience requirement for years in rank as instructor will be reduced to one year for persons who hold a doctorate.

M 3. PROMOTION RAISES.

Faculty members who are promoted in rank during the term of this agreement shall receive raises in addition to any other increments detailed herein according to the following schedule:

Promotion in Rank:

From Instructor to Assistant Professor-	$ 800.00
From Assistant Professor to Associate Professor-	$1,200.00
From Associate Professor to Professor-	$1,600.00

M 4. EQUITY/MARKET ADJUSTMENT.

The College and the Association agree that within sixty (60) calendar days after the ratification of this faculty contract, each party shall appoint two (2) respective representatives to develop an Equity/Market adjustment plan. Any developed plan shall be subject to approval by both parties, and upon approval by both parties, the Equity/Market adjustment plan shall be incorporated into this faculty contract.

ARTICLE O TERM OF AGREEMENT

This Agreement shall continue in full force and effect until June 30, 1987.

If either party desires to terminate this agreement,

it shall give written notice to the other party by May 1st prior to the termination date. If either party desires to modify one or more provisions of this agreement or desires to add provisions, it shall by May 1st prior to the termination date give written notice to the other party.

If notice as provided above is not given, this contract shall continue in full force and effect from year to year thereafter subject to notice of termination or modification after sixty (60) days written notice by either party to the other party.

SVSC Board of Control

By:

SVSC Faculty Association

By:

MEMORANDUM OF UNDERSTANDING 1

This memorandum of understanding is executed to confirm the intent of the Board of Control of Saginaw Valley State College to allocate a sum of money to allow faculty members who qualify under Articles D5 and D20.2 to teach in the Spring and/or Summer terms under the supplemental appointments, according to the standards for allocation of said money contained in the collective bargaining agreement between the parties hereto. The said amount of money will be committed to such purpose absent a serious unexpected financial development of the level of a cut in the said fiscal year's State appropriation, a serious deviation from tuition projections as outlined in the budget, or a major unexpected expenditure beyond the Board's power to control. Any monies not expended because of cancellation of courses as set forth in D20 may be allocated for research grants not to exceed twelve hundred ($1,200.00) dollars per grant, to full-time faculty members.

MEMORANDUM OF UNDERSTANDING II

This memorandum of understanding is executed to confirm the intent of the Board of Control to adopt as policy those contractual provisions appearing in previous collective bargaining agreements under the following paragraphs and titles:

D-21	Transcribing Equipment
D-22	Bookstore
D-23	Laboratories
E-1	Absence from Assault
E-13	Message Center
E-14	Classroom and Equipment
E-15	Bank Deposit

Changes in the policies described above shall not be initiated without consultation between the Administration and the Association.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is executed to confirm the intent of the Board of Control and Faculty Association of Saginaw Valley State College to create a faculty advisory committee to the Director of Academic Support Services for the purposes of reviewing and monitoring the Basic Skills Program and of recommending improving changes where necessary.

Membership of this committee shall consist of at least one (1) faculty member from each school to be appointed yearly in September by the Association President.

MEMORANDUM OF UNDERSTANDING

Effective the beginning of the Fall, 1982 semester, lower-division instruction in French which is partially or totally taught through an individualized approach will be compensated in accord with the following guidelines.

1. All lower-division French courses (111, 112, 211, 212) will be treated as a unit for purposes of scheduling whether taught traditionally or individually with the faculty in French, in consultation with the dean and department chairperson, arranging the schedule.
2. Compute the "total" of all students enrolled in French 111, 112, 211, and 212 as of the day after the official count. Cancel all French lower division classes if the "total" does not reach the minimum for single 200-level courses established in accord with the contract.
3. During the fall-winter semesters only, there will be one-half (.5) hours of instructional load generated for each different course taught from French 111, 112, 211, and 212.
4. Total student enrollment (from No. 2 above) shall be converted to instructional load as follows:

Up to 12 = 3	30 to 34 = 9	66 to 72 = 15
13 to 15 = 4	35 to 39 = 10	73 to 80 = 16
16 to 18 = 5	40 to 45 = 11	81 to 88 = 17
19 to 21 = 6	46 to 51 = 12	89 to 96 = 18
22 to 25 = 7	52 to 58 = 13	97 to 104= 19
26 to 29 = 8	59 to 65 = 14	105 to 112= 20

5. During the academic year, 75 hours of student assistant time will be provided to the college each semester, but none will be provided in the summer. Additional student assistant time will be provided as deemed appropriate by the faculty and dean in units of 75 hours at a charge of 1/3 hour of instructional load per unit to be used in an amount in the sole discretion of the faculty. It is recognized that student assistants qualified in French would rarely be eligible for work/study funds.
6. The faculty in French, in consultation with the dean, shall decide how the instructional load generated by the formula will be split among faculty and student assistants.

This Memorandum of Understanding will remain in effect with either side having the right to

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cancel it (or renegotiate its terms) prior to the preparation of the class schedule for any semester, and subject to the provisions of the SVSF-SVSCFA Contract.

Edward N. Stromberg

BETWEEN THE

SAGINAW VALLEY STATE COLLEGE

AND THE

SAGINAW VALLEY STATE COLLEGE FACULTY ASSOCIATION

The parties agree that by January 1, 1986 the College and the Association will each name three persons to serve on a joint committee to review the operating procedures and all existing forms used by the P.P.C. The committee shall recommend, if necessary, revisions for such procedures and forms to insure that the procedures and forms be specific, explicit and uniformly applied.

FOR THE COLLEGE

S/ LAWRENCE K. FITZPATRICK

DATE: DECEMBER 6, 1984

FOR THE ASSOCIATION

S/ EDWIN N. SHIMABUKURO

DATE: DECEMBER 6, 1984

BETWEEN THE

SAGINAW VALLEY STATE COLLEGE

AND THE

SVSC FACULTY ASSOCIATION

December 4, 1984

The College agrees to continue its practice of providing secretarial services to the SVSC Faculty Association as needed by the Association.

FOR THE COLLEGE

S/ LAWRENCE R. FITZPATRICK

FOR THE ASSOCIATION

S/ EDWIN N. SHIMABUKURO

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAGINAW VALLEY STATE COLLEGE

AND THE

SVSC FACULTY ASSOCIATION

The College agrees that three (3) word processors will be purchased, as soon as possible, and that no later than August 1, 1985, two (2) additional word processors will be purchased for Faculty Secretaries.

FOR THE COLLEGE

S/ LAWRENCE K. FITZPATRICK

FOR THE ASSOCIATION

S/ EDWIN N. SHIMABUKURO

DATE: DECEMBER 6, 1984